



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
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NHRECOVERY
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October 23, 2009

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF) to enter into an agreement with Rockingham Community Action, (RCA), (Vendor #177199) Portsmouth, New Hampshire in the amount of one-hundred and seventy-eight thousand and two hundred dollars (\$178,200.00) to conduct Child Care Resource and Referral services for the Portsmouth and Salem District Office catchment area from January 1, 2010 through June 30, 2011 with the option to renew for two additional two-year periods subject to Governor and Executive Council approval. 100% Federal Funds (22% Federal American Recovery and Reinvestment Act Funds).

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Object	Class Title	Activity Code	Amount
SFY 2010	102-500731	Contracts For Program Services	40035201	\$46,363.82
SFY 2011	102-500731	Contracts For Program Services	40035201	<u>\$92,727.64</u>
Subtotal				\$139,091.46

05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Object	Class Title	Activity Code	Amount
SFY 2010	102-500731	Contracts For Program Services	40130551	\$13,036.18
SFY 2011	102-500731	Contracts For Program Services	40130551	<u>\$26,072.36</u>
Subtotal				\$39,108.54

Total \$178,200.00

EXPLANATION

The Division for Children, Youth and Families (DCYF) is designated by the Department of Health and Human Services (DHHS) to administer Child Care and Development Funds (CCDF) as coordinated by the Child Development Bureau (CDB). In addition to supporting the scholarship child care payment system and preventive child care services, these Federal funds are required to be used to increase the availability, accessibility and quality of child care programs throughout the State. This is accomplished through numerous activities including the provision of child care resource and referral services for consumers and providers.

In addition to the activities above, \$39,108.54 in Federal American Recovery and Reinvestment Act (ARRA) funds were included in the contract to implement services related to the Child Care Scholarship Redesign in July and to support families who will be placed on the wait list for NH's Child Care Scholarship Assistance. The use of these funds was a mandatory condition of NH accepting the \$4,736,238 in ARRA funds.

This contract is awarded as the result of a competitive bid process. On July 9, 2009 the DCYF issued a Request for Proposal (RFP) for Child Care Resource & Referral programs to serve the ten (10) District Office catchment areas in the State of New Hampshire. The RFP was published on the Department's web site.

On July 20, 2009 a bidders conference was held and nine prospective bidding agencies sent representatives to the conference. Seven agencies ultimately submitted bids, of which seven were awarded for the ten (10) District Office catchment areas. The following five individuals were selected to review the proposals submitted in response to the RFP:

- Patrick McGowan, the CDB Contract and Fiscal Specialist, has worked for NH's DHHS for four years;
- Ellen Wheatley, the Administrator of CDB, has worked in the field of Early Care and Education (ECE) for over 30 years;
- Kristin Booth, the CDB Child Care Program Improvement Specialist, has monitored the Child Care Resource and Referral (CCR&R) contracts for nearly four years;
- Roberta Royce, the Director of the Winchester Learning Center, is a NH business owner who has frequently utilized the services of her local CCR&R agency; and
- Lisa Strout, the Executive Director for the NH Associate for the Education of Young Children, has a Masters Degree in Child Development and has over 23 years in the ECE field.

The evaluation team's scoring summary is attached to this letter (Appendix A). RCA was the only agency to submit a proposal for the Portsmouth and Salem District Office catchment area and by achieving the minimum review score, was awarded the contract.

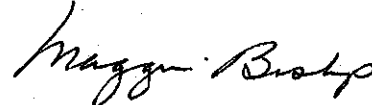
Performance under this agreement will be measured by the Performance Measures and Outcomes specified in the Agreement to include successfully providing referrals to New Hampshire Employment Program participants, and Financial Assistance to Needy Families (FANF) recipients in need of child care, recruiting new child care providers, including those that shall fill opportunities for specific kinds of care e.g. infant/toddler, bilingual, special needs and non-traditional hours.

Source of Funds: 100% Federal Funds.

Area Served: Portsmouth and Salem District Office catchment area.

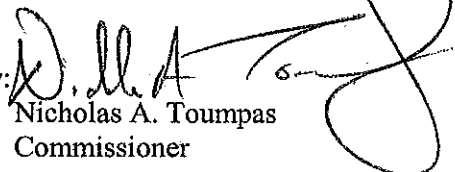
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved By:



Nicholas A. Toumpas
Commissioner

APPENDIX A									
Proposal Evaluation Summary All Catchment Areas									
Child Care Resource & Referral Programs - RFP 10-DCYF-CDB-RR-10									
	Bidder Name:	Rochester DO Catchment Area		Portsmouth/ Salem D.O. Catchment Area		Nashua D.O. Catchment Area		Manchester D.O. Catchment Area	
		Rockingham Comm Action	Rockingham Comm Action	Rockingham Comm Action	Rockingham Comm Action	Southern NH Services	Easter Seals NH	Easter Seals NH	Laconia D.O. Catchment Area Lakes Region Comm Sys Council
Overall Review - Up to 20 points each criteria									
Subtotal Average points Overall Review		92.0	92.8	92.8	94.4	94.4	82.6	96.4	77.8
Value 10% of Total		9.2	9.3	9.3	9.4	9.4	8.26	9.6	7.8
Experience - Up to 20 Points each criteria									
Subtotal Average Points Experience		98.8	98.8	98.8	99.2	99.2	90	99.0	89.8
Value 25% of Total		24.7	24.7	24.7	24.8	24.8	22.5	24.8	22.5
Program Description - Up to 20 Points each criteria									
Subtotal Average Points Program Description		89.2	90.0	90.0	93.8	93.8	85.8	84.8	70.2
Value 25% of Total		22.3	22.5	22.5	23.5	23.5	21.45	21.2	17.6
Cost and Resources - Up to 20 Points each criteria									
Subtotal Average Points Cost and Resources		89.4	92.8	92.8	90.6	90.6	88.8	86.8	77.6
Value 30% of Total		26.8	27.8	27.8	27.2	27.2	26.64	26.0	23.3
Other - Up to 20 Points each criteria									
Subtotal Average Points Other		95.8	95.4	95.4	99.8	99.8	91	98.6	63.2
Value 10% of Total		9.6	9.5	9.5	10.0	10.0	9.1	9.86	6.3
Grand Total		92.6	93.9	93.9	94.9	94.9	87.95	91.5	77.4

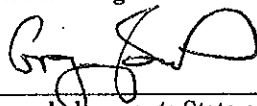
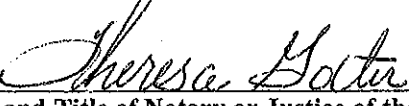
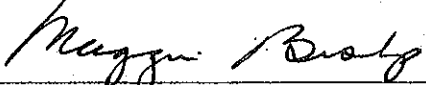
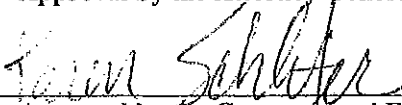
APPENDIX A

Proposal Evaluation Summary All Catchment Areas						
Child Care Resource & Referral Programs - RFP 10-DCYF-CDB-RR-10						
	Keene DO Catchment Area		Conway D.O. Catchment Area	Claremont D.O. Catchment Area	Concord D.O. Catchment Area	Berlin/ Littleton D.O. Catchment Area
		Easter Seals NH	White Mnt Cmty Health Center	Claremont School District/21C	Easter Seals	CCSNH-Berlin
Bidder Name:						
Overall Review - Up to 20 points each criteria						
Subtotal Average points Overall Review		89.2	86.2	92.8	86.0	95.4
Value 10% of Total		8.9	8.6	9.3	8.6	9.5
Experience - Up to 20 Points each criteria						
Subtotal Average Points Experience		96.4	87.2	93.6	96.0	92.2
Value 25% of Total		24.1	21.8	23.4	24.0	23.1
Program Description - Up to 20 Points each criteria						
Subtotal Average Points Program Description		87.2	85.0	81.0	84.6	87.4
Value 25% of Total		21.8	21.3	20.3	21.2	21.9
Cost and Resources - Up to 20 Points each criteria						
Subtotal Average Points Cost and Resources		89.0	86.6	91.4	89.6	90.2
Value 30% of Total		26.7	26.0	27.4	26.9	27.1
Other - Up to 20 Points each criteria						
Subtotal Average Points Other		91.0	83.6	91.2	96.0	89.2
Value 10% of Total		9.1	8.4	9.1	9.6	8.9
Grand Total		90.6	86.0	89.5	90.2	90.4

Subject: Child Care Resource and Referral Services**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Dept. of Health and Human Services Division for Children, Youth & Families Child Development Bureau		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Rockingham Community Action		1.4 Contractor Address 7 Junkins Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-2911	1.6 Account Number 05-95-40-403510-5689-102	1.7 Completion Date June 30, 2011	1.8 Price Limitation \$178,200.00
1.9 Contracting Officer for State Agency Patrick McGowan		1.10 State Agency Telephone Number 603-271-4843	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Greg Schneider, Executive Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>10/9/09</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		THERESA GOLTER NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires Aug. 3, 2010	
1.13.2 Name and Title of Notary or Justice of the Peace Theresa Golter, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Karen Schlitzer On: <u>11/9/09</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

DATE: September 23, 2009

CONTRACT: Portsmouth & Salem D.O. Catchment Area CC Resource & Referral Services

CONTRACT PERIOD: January 1, 2010 to June 30, 2011

CONTRACTOR NAME: Rockingham Community Action

ADDRESS: 7 Junkins Avenue

Portsmouth, NH 03801

TELEPHONE: 603-431-2911

REPRESENTATIVE: Greg Schneider

TITLE: Executive Administrator

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

- 1.1 That, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;
- 1.2 To use its best efforts to apply for any and all appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds;
- 1.3 To complete the full scope of services in Exhibit A; and
- 1.4 To serve families and providers in the Portsmouth and Salem District Office catchment area in need of child care resource, referral, recruitment, and/or educational training.

2. Services To Be Provided:

2.1 Perform the services of this contract in accordance with the following program goals:

- a. Ensure that high quality, culturally competent, Child Care Resource & Referral (CCR&R) services are known and accessible to the widest possible number of families, providers, businesses and community members within the catchment area, including services to limited English proficient families and providers, and in consideration of a variety of diversity issues;
- b. Serve as a resource of data and information regarding early care and education (ECE);

Contractor's Initials GS

Date 10/7/09

- c. Provide high quality referrals and consumer education to families seeking child care including but not limited to families receiving NH child care scholarship funds or who are on a wait list to do so;
- d. Increase the accessibility of child care within the catchment area through recruitment of child care providers that meet the needs of families;
- e. Positively impact the quality of child care within the catchment area by increasing the knowledge of child care providers of the Early Childhood Core Knowledge Areas through technical assistance and training opportunities; and
- f. Use technology as appropriate and feasible for purposes that may include, but not be limited to providing referrals and consumer information to families, training to child care providers, attending meetings, and information dissemination.

Outreach

2.2 Outreach to the Portsmouth and Salem District Office Catchment areas by:

- a. Maintaining an office location within the catchment area, which shall be located in Salem and open between the hours of 8:30 AM to 4:30 PM Monday through Friday, with later hours available by appointment. Rockingham Community Action (RCA) shall have numerous offices throughout Rockingham and Strafford counties which shall also be available for meetings with providers and families. RCA CCR&R shall provide face-to-face referral services to families and providers by being present at, and working closely with, the District Office(s) (DO) and New Hampshire Employment Program (NHEP) staff in the catchment area. Walk-in, phone and e-mail referral services shall be available to all families and providers at the CCR&R office in Strafford county as well as in Rockingham county or by appointment at other locations throughout the catchment area to make it convenient for families who may be working in a different county from where they live. All services provided directly by RCA CCR&R shall be free to both child care providers and families;
- b. Maintaining a toll free telephone number with voice mail capability for providers and families to access information and/or leave messages. Every effort shall be made to have an RCA CCR&R staff member in the office during all open hours, to avoid families or providers needing to leave messages. Messages received outside of work hours shall be accessed immediately when staff members arrive each morning, and a response or return call shall be made in a timely manner in no less than a maximum of 24 hours;
- c. Fully equipping the CCR&R office with high-speed internet access and e-mail capability. The e-mail address shall be included in all outreach literature including newsletters, brochures, bookmarks, and other written or printed materials in an effort to increase options for families and providers accessing RCA CCR&R services;
- d. Providing referrals, written information and educational materials, newsletters, training calendars, community information and all relevant information to families and providers through e-mail as requested and/or if appropriate. Hard copies of all materials shall be available for both families and providers if they prefer. All training calendar information shall be posted on the statewide NH CCR&R website;

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- e. Maintaining a regularly scheduled presence in the NH WORKS and DO offices in the catchment area. The schedule shall be determined in conjunction with the Program Managers in these offices to ensure that RCA CCR&R is meeting their needs as well as the needs of their clients in the most efficient and effective manner. RCA CCR&R shall develop a strong working relationship with the Program Managers and staff in these offices to ensure open communication and maximize availability to RCA CCR&R services. Special attention shall be given to meeting the specific needs of FANF families, including more expanded referrals and creative problem solving;
- f. Attending all NHEP orientations unless notified by the NHEP staff that the orientation is cancelled, rescheduled or that no one is attending with a child under age 13. RCA CCR&R staff will be cross-trained to ensure that all NHEP orientations are covered. At NHEP orientations, every FANF client with young children shall be provided with information packets which shall include, but shall not be limited to, information on quality indicators of child care, interviewing a child care provider and children's growth, and development. Additional individualized services shall be available upon request;
- g. Visiting child care programs including child care centers and family child care providers, to establish relationships with providers and staff, provide materials to the providers including NH Early Childhood Professional Development System books, NH Early Learning Guidelines, additional copies of RCA CCR&R newsletters and training calendars, materials provided by the NH DHHS and the Child Development Bureau (CDB), etc., invite providers to CCR&R Directors' meetings, learn about the individual programs and the provider's specific needs, provide technical assistance to improve quality, assist with licensing, credentialing, Licensed Plus, NAEYC accreditation, etc. RCA CCR&R staff shall visit each new child care provider, whether licensed or license exempt, prior to their start-up, or within 3 months of their initial start-up (or when RCA CCR&R becomes aware of their existence) in an effort to become acquainted, offer technical assistance, include them in the database, and develop a positive working relationship with each provider;
- h. Establishing a Memorandum of Agreement (MOA) within 90 days of the contract if not sooner with one Family Resource Center (FRC) in the catchment area. At a minimum, the objectives shall include referrals to agency programs, coordination of staff and community trainings, sharing of newsletters and training calendars, and quarterly contact consisting of face-to-face and/or telephone contact as well as e-mail contact as needed;
- i. Attending monthly meetings with the CDB at the NH CCR&R Network meetings and individual meetings with the Child Care Program Improvement Specialist locally at scheduled site visits or other visits and/or meetings as requested by the CCPI Specialist;
- j. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The number of visits made to providers: center, licensed family, licensed exempt family child care, and potential providers;
- k. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of visits made to the DOs and NHEP offices and the nature of those visits; and

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- (2) The number of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended or held.

Resource

2.3 Serve as a resource to the Portsmouth and Salem District Office Catchment area by:

- a. Maintaining an extensive and comprehensive database of information related to child care providers and the needs of families seeking child care through the National Association of Child Care Resource and Referral Agencies (NACCRRA) Suite of Data Services (SDS) database as well as up to date information regarding current research on child care through the various professional associations that it belongs to and through participation in local community groups and organizations that enable RCA CCR&R staff to be sensitive to the changing needs of families, providers and the communities within the catchment area. RCA CCR&R shall respond to requests for information from appropriate groups and policy makers, either as an individual agency or through the statewide NH CCR&R Network as appropriate. RCA CCR&R shall consult with the CDB as needed to ensure that the information being requested is accurate and consistent;
- b. Collecting and maintaining an up-to-date NACCRRA SDS, that shall be updated no less than annually on:
 - (1) child care providers operating within the catchment area;
 - (2) specific needs for child care within the area as requested through family referrals; and
 - (3) business and community contacts within the catchment area. Child care providers shall include licensed providers (both family and center based) and legally operating license exempt child care providers. Families shall include, but not be limited to, those families receiving services directly from the NH DHHS DO and NHEP. At least 80% of the standardized data fields for each of these groups should be completed, including those required by the CDB and NACCRRA;
- c. Producing a quarterly newsletter with extensive educational material which shall inform child care providers and community groups with topical information from the CDB and other NH DHHS programs, services and contractors, policy issues, information, resources and trainings offered by RCA CCR&R that meet Child Care Licensing Standards, as well as other trainings being offered statewide that are child care related and/or are of interest to families and the broader community. Trainings offered by the CCR&R in each catchment area will be included as a pull out section and community trainings shall be included in the body of the newsletter. Newsletters shall include the Parent Page from NACCRRA, educational information and ideas for providers, and outreach and referral information for programs and services relevant to providers and the children and families they serve. Providers and community members shall all receive a hard copy of the newsletter and the training calendars and all trainings will be listed on the website. In addition, any provider or community member who provides RCA CCR&R with an e-mail address shall also receive an e-mail version of the newsletter and the training calendars. All trainings shall be posted on the www.nhccrr.org website quarterly and updated monthly.

RCA shall charge a fee for any for profit entity to advertise in a hard copy of the CCR&R newsletter. All fees collected for advertisements shall be used to meet the goals of this

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contract. No more than one page or 10% of the entire newsletter can be devoted to for profit advertising. The frequency of advertising shall be at the sole discretion of the contracted agency. For profit entities can advertise free of charge in electronic versions of the CCR&R newsletter and e-mail blasts that are sent by RCA. All electronic or regular correspondence regarding for profit entities shall include the following statement, "This advertisement does not necessarily represent the views of the NH Department of Health and Human Services, the Division for Children, Youth and Families, or the Child Development Bureau;"

- d. Publishing and distributing information regarding ECE and training opportunities through printed materials and the web. These training opportunities shall include both those offered by the CCR&R's, other CDB contractors and other agencies and organizations offering training that meet Child Care Licensing standards. Training opportunities shall be updated no less than monthly;
- e. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of providers whose information was updated and whether or not it was a full or partial update;
 - (2) Responses to the request from DHHS or inform the CDB in its quarterly report when they have responded to such a request; and
 - (3) The date the quarterly newsletter was e-mailed or mailed.

Referral

2.41 Refer families to providers by:

- a. Maintaining an updated database of center-based, licensed family child care and license exempt family child care providers in the NACCRRA SDS database. This database shall be updated as new information is received and quarterly through telephone contacts to insure the information is current and accurate. Information such as current child care rates, vacancies, schedules, and special services shall be collected. Annually all providers in the database shall be sent the *Provider Information Form* to be completed and returned to RCA CCR&R. If a form is not returned within a reasonable period of time, each provider shall be contacted to collect the updated information and include it in the database. State licensing lists shall be cross-referenced with the database for accuracy and completeness. If providers appear on the licensing list and are not included in the RCA CCR&R database, each provider shall be contacted by phone and in writing to collect required data to be entered into the NACCRRA SDS system. RCA CCR&R shall add to its database those recruited directly through RCA CCR&R recruitment efforts, state licensing lists, those recruited by other Resource and Referral providers and by sponsors of the Child and Adult Care Food Program throughout the catchment area;
- b. Providing families seeking child care with free child care consumer education and referral services according to the Criteria for Best Practices set forth in NACCRRA's Quality Assurance Program;

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- c. Providing family support services and consumer education to families, both those participating in NH DHHS programming and others, in selecting child care. Families and others seeking child care shall be given tailored and detailed lists of providers who may meet their specific needs, and will be counseled and educated regarding types of care available, differences between types of care, the pros and cons of differing care arrangements, a checklist for choosing quality child care, and an overview of licensing regulations, financial support information, special services care, special needs care and other pertinent information as appropriate. Families shall receive at least three referrals for options for child care that meet their specific needs and preferences, including faith based programs and options for care outside of the referral database. All services provided to families by RCA CCR&R shall be free of charge;
- d. Providing verbal and/or written counseling to support searching for quality child care to every family with whom RCA CCR&R staff interacts. RCA CCR&R staff members shall conduct ongoing research to determine the "best practices", either written or verbal, to support families in their search for child care. Written materials shall include but not be limited to checklist for choosing quality child care, information on the different types of child care available, early childhood issues, child care funding assistance, an overview of licensing regulations and contact information, and information on the FRC;
- e. Working with the staff of the local DO and NHEP Employment Counselor Specialist (ECS) at the NH WORKS office(s) as well as the CDB's Child Care Program Improvement Specialist, to ensure that CCR&R services meet the needs of families being served by the NH DHHS. The CCR&R Coordinator shall meet regularly as mutually agreed with the Program Managers to ensure that they are aware of all the services that RCA CCR&R provides. Additional meetings shall occur as needed at the request of RCA CCR&R, and/or the DO or NH WORKS contacts. On-going contact will occur between the CCR&R staff person(s) designated to work in the DO and NH WORKS/NHEP Offices and their staff. The RCA CCR&R Director shall also attend the meetings scheduled by the CDB to meet with the Child Care Program Improvement Specialist. Additional communication between RCA CCR&R and the CDB shall occur as frequently as needed to ensure quality services;
- f. Providing child care referral services to NHEP clients at NH WORKS offices during orientations scheduled by the NHEP Employment Counselor Specialist as well as in other RCA offices located in close proximity to the NH WORKS offices, or in a mutually agreeable alternate location, day and time as needed by the NHEP client. RCA has a multiplicity of offices available to staff members throughout the county. In addition, telephone contact shall be available 5 days per week during regular business hours of 8:30 AM to 4:30 PM and alternative hours are available by appointment. RCA CCR&R staff members shall be available to provide one-on-one counseling on child care search activities when requested either by the NHEP participant or at the referral of the NHEP ECS. If the NHEP participant referred by the NHEP ECS is unable to be reached, RCA CCR&R staff members shall request the assistance of the NHEP ECS staff member in locating the participant;
- g. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The total number of families receiving referrals;
 - (2) The number of families receiving referrals with CCR&R assistance; and

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- (3) The number of FANF clients assisted by the CCR&R;
- h. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
- (1) The number of families receiving referrals via the web;
 - (2) The number of new families served;
 - (3) The number of previous families seeking new information that were served; and
 - (4) The number of families served through the DO; and
- i. Following all current Division of Family Assistance and Department of Health and Human Services confidentiality policies.

Wait List

- 2.42 Conduct wait list activities that assist families who are eligible to receive NH child care scholarship funds, but who are on or released from a wait list to secure child care services as soon as possible utilizing the following process:
- a. Access New Hampshire Electronic Application System (NH EASY) daily to identify any new families who have been put on the wait list;
 - b. Contact families by phone, or mail if no phone number is available;
 - c. Upon contact, determine a family's child care needs while they are on the wait list by following the steps below:
 - (1) Determine if the family has already identified a provider they want to use while on the wait list;
 - (2) If the family does not have a provider, assist them with referrals, other ideas of where to locate a provider, and consumer education to find a provider as soon as possible;
 - (3) Once a provider has been identified, determine if this is the provider they want to use when they come off the wait list;
 - (4) If yes to (3) above, assist the provider with the CDB's enrollment process if they are not enrolled;
 - (5) If the family is uncertain or wishes to use a different provider once released from the wait list, assist the family with finding a provider that they wish to use after they are released;
 - (6) After a month, contact the family to determine if their current provider is the one they want to continue to use once they are released from the wait list;
 - (7) If yes to (6) above, assist the providers with the enrollment process with the CDB;

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- (8) If no to (6) above, provide the family with referrals and consumer education to child care programs;
- d. Access NH EASY daily to identify families who have been released from the wait list and help those families secure and maintain child care scholarships by:
 - (1) Assisting with completion and submission of Form 2530 within 15 days;
 - (2) Informing them that if they do not return Form 2530 within 30 days, their child care scholarship will be closed, they will have to reapply, and they will be placed at the bottom of the wait list again;
 - (3) Assisting families to enroll with a provider; and
 - (4) Informing families that if the provider is not paid for services within 90 days, their child care scholarship will be closed, they will have to reapply, and they will be placed at the bottom of the wait list again;
- e. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of families identified as being put on the wait list;
 - (2) The number of families on the wait list receiving referrals;
 - (3) The number of families released from the wait list receiving referrals;
 - (4) The number of providers assisted with the enrollment process; and
 - (5) The number of contacts with a family from the time they go on the wait list until they are released from the wait list and are enrolled with a provider.

Follow Up

2.43 Following up with families by including a follow up survey with every referral packet sent to families. If the surveys are not returned to RCA CCR&R in a reasonable period of time, the CCR&R staff shall call each family to discuss the information on the follow up survey. Several attempts are made to follow up with families. A log shall be maintained of these attempts. When a family is reached, the responses to the follow up survey shall be documented on that family's Follow-Up page in the NACCRRA SDS database. FANF families and those on the wait list shall be identified on an Excel spreadsheet to ensure they are well represented on the listing of families contacted for the follow up and evaluation portion of RCA CCR&R client services. After several unsuccessful attempts by phone to reach FANF families and those on the wait list, a letter shall be sent to these families with a second follow up survey and a self-addressed, stamped envelope for the families to return the survey to RCA CCR&R. No less than 20% of families assisted by CCR&R shall be followed up with. In addition, RCA shall:

- a. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:

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- (1) The percent of families successfully surveyed;
 - (2) The percent of families surveyed who were successful in finding care;
 - (3) The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation;
 - (4) The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list; and
 - (5) The percent of families who had all of their child care needs met by the care they chose;
- b. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
- (1) The total number of clients assisted by the CCR&R;
 - (2) The number of FANF clients assisted by the CCR&R;
 - (3) The number of follow-up attempts made;
 - (4) The number of follow up surveys completed;
 - (5) The number of families satisfied with the care they found;
 - (6) The number of families that chose not to use care;
 - (7) The number of families whose search was still in process;
 - (8) The number of families who were unable to locate care;
 - (9) Any child care needs of the family that were not met by their child care choice or options;
 - (10) Any unmet child care needs of families on the wait list;
 - (11) The number of families who chose care from the referral list(s) they received from the CCR&R;
 - (12) The number of families who found the referrals they received helpful;
 - (13) The number of families who found the consumer education they received over the phone helpful;
 - (14) The number of families who found the written or posted consumer education they received or accessed helpful;
 - (15) The number of families who report they were able to identify indicators of quality in child care programs; and

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(16) The number of families who report that the CCR&R services were culturally competent;

- c. Develop an improvement plan by choosing one area where families' needs were not met and one area where referral services were not helpful and develop and implement a plan to meet this need and improve this service.

Recruitment

2.5 Recruit child care providers by:

- a. Recruiting providers to fill the unmet child care needs in the catchment area including, but not limited to, infant care, special needs care, and child care during non-traditional hours; as well as other specific types needed in the catchment area as indicated by the CCR&R's follow up data. Providers should be responsive to a variety of diversity issues within the catchment area to be served;
- b. Recruiting providers specifically to fill the unmet needs of families on the wait list;
- c. Contacting new license exempt providers as identified by the CDB;
- d. Making licensed providers aware of the opportunity to become certified to provide Preventive & Protective care including but not limited to providing contact information to pursue certification;
- e. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The number of new providers added to the database, including licensed and license exempt providers;
 - (2) The number of new child care opportunities created by new and existing providers;
 - (3) The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care;
 - (4) The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R; and
 - (5) The number of providers specifically recruited to meet the needs of families on the wait list;
- f. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of child care providers who closed permanently;
 - (2) The number of child care opportunities lost by provider closings; and
 - (3) The number of net child care opportunities gained or lost.

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Training**2.61 Assure quality training options are available by:**

- a. Offering trainings that are free of charge and accessible across the catchment area. A number of trainings are offered multiple times within the year and in different areas of the county to make them as accessible as possible. Locations shall vary and are frequently offered in child care centers to enable other providers to visit each other's locations. The number of attendees that can be accommodated is also taken into consideration, especially for trainings that are required and that tend to generate large demand;
- b. Addressing all the Core Knowledge areas during the course of the contract award period. Trainings shall be publicized in the quarterly newsletters and on the NHCCRR website and each workshop description includes the Core Knowledge areas addressed. The Core Knowledge areas covered are addressed again during the course of each offered training;
- c. Having the discretion to offer a light breakfast or lunch for trainings that extend more than 4 hours. For trainings that extend 6 hours or more RCA may offer both a light breakfast and lunch. A small fee to cover the cost of the meal(s) is appropriate as long as providers have the choice to not pay the fee and bring their own food;
- d. Utilizing a variety of qualified presenters that are hired for the training workshops to avoid presenting a singular perspective or showing preference to a particular presenter;
- e. Not paying the CCR&R staff a consultant fee to teach a workshop in their own catchment area, as providing workshops is a core service required by this contract;
- f. Paying CCR&R staff a consulting fee if extenuating circumstances arise, in their own catchment area upon receiving prior written approval from the CDB. An extenuating circumstance may include, but not be limited to: long travel distances, lack of available qualified presenters, or limited regular working hours;
- g. Working with the NH CCR&R Network and the CDB to conduct an annual review of the Child Care Basics which shall result in a standardized set of Child Care Basic trainings;
- h. Updating and keeping current the Child Care Basic training workshop kit assigned to the catchment area, including providing payment if necessary for outside consultant expertise to assist staff in updating the kit. The RCA CCR&R Child Care Basic kit assigned shall be reviewed semi-annually and relevant changes shall be presented at least annually, at which time the kit shall be revised and updated to incorporate the new information and appropriate new materials. When this occurs, the updates shall be provided to all the CCR&R contract sites in NH to enable them to update their own kits;
- i. Providing the trainings listed in Attachment B;
- j. Assisting the Water Safety contractor to identify appropriate venue(s) for conducting the training(s), aid with publicity through e-mail lists, newsletters, community calendars, and other trainings, and assist with participant sign-in the night of the training(s) scheduled in the catchment area;

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- k. Assisting providers seeking advanced training to access the college level courses offered by Granite State College and the Community College System of NH by giving them information on the availability of ECE coursework as well as the availability of free or low cost tuition assistance for these courses. RCA CCR&R shall also provide information to providers about courses available to them through other public and private colleges. RCA CCR&R shall provide this information through its newsletter, e-mail lists, and on-line as available. Applications for tuition assistance and contact information for the various colleges will be available on-line or through contact with RCA CCR&R;
- l. Collaborating with other contractors and the CDB to ensure that training funds are used in the most cost efficient manner through co-sponsoring training events and providing funds to child care providers to attend collaborative trainings designed to meet their specific needs;
- m. Collaborating with other CCR&R contractors in other areas and the CDB to plan, advertise and implement trainings in their adjacent catchment areas to meet the needs of child care providers. RCA CCR&R shall publicize through newsletters and e-mail the trainings being offered by other contract agencies in the area and will forward the RCA CCR&R training calendar to the other contractors so that they may do the same;
- n. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The number of Child Care Basics trainings offered;
 - (2) The number of attendees at Child Care Basics trainings;
 - (3) The number of other trainings offered; and
 - (4) The number of attendees at other trainings offered by the CCR&R;
- o. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of collaborative trainings;
 - (2) A list of the specific workshops offered including: the date, location (town), the presenter, their credential, and the number of attendees; and
 - (3) The dates that each of the required trainings are offered.

Technical Assistance

2.62 Provide technical assistance (TA) by:

- a. Playing an instrumental role with child care providers in the catchment area regarding support and technical assistance in identified areas. RCA shall:
 - (1) Provide TA and support services to child care providers within the catchment area through telephone consultation and/or home visits to family and center-based child care providers and individuals interested in becoming providers. A packet of

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information shall be sent to potential new providers or license exempt providers interested in becoming licensed.

RCA CCR&R shall be staffed with professionals providing reliable and timely TA. TA shall be provided on a range of issues including, but not limited to; rates, contracts, credentialing and accreditation, state scholarships, supply and demand, licensing regulations, participation in the Child and Adult Care Food Program (CACFP), parent/provider relationships, and child development issues. In order to further meet the increased and varied needs of child care providers, RCA CCR&R shall continue to serve as a liaison to local child care associations, provide visits to new family child care providers within three months of operation, develop and coordinate the RCA CCR&R training calendar including Child Care Basics and Beyond the Basics modules, and a wide variety of other training opportunities of interest to new and experienced providers throughout the catchment area;

- (2) Offer the Emergency Preparedness workshop annually at a minimum and shall provide materials, pamphlets, brochures, and sample plans as well as resources for emergency plan development such as web addresses and additional trainings sponsored by the State and community agencies. Information shall be printed in the newsletter and in other materials and suggestions for staff trainings and practice opportunities such as emergency drills shall be provided. In addition to workshops and individualized training and TA, the topic shall also be included as requested in monthly Directors' meetings;
 - (3) Provide TA in conjunction with the Child Care Licensing Coordinator(s) for the catchment area to assist license exempt providers in the licensing process. RCA CCR&R shall provide in person and on-site assistance as well as telephone and e-mail consultation including written materials to current and potential providers to encourage and support their efforts to fulfill the licensing requirements as well as to expand the number of child care opportunities available;
 - (4) Assist providers in becoming Licensed Plus by providing TA, provider visits, and resource sharing, including the Licensed Plus training manual; and
 - (5) Encourage all providers to seek accreditation by publicizing the reasons for and benefits of being accredited in each quarterly newsletter. Workshop sessions shall be offered annually, with prospective applicants individually encouraged to attend. The purpose of the workshop shall be to discuss the process of accreditation and provide the TA necessary to help providers through the process. RCA CCR&R shall also offer written materials to assist in the preparation for applying for accreditation. RCA CCR&R staff members shall be available to work one on one with those providers pursuing this achievement;
- b. Offering information nights and specific credentialing workshops to assist providers with credentialing requirements, the application process, etc. These workshops shall be held at least twice each year of the contract period at locations throughout the catchment area. Throughout the year providers shall be offered individual TA to help them through the process, and counseled regarding the requirements to achieve a higher-level credential. Centers and local child care associations shall also be contacted to schedule trainings each year to assist staff on-site to apply for a credential. The RCA CCR&R quarterly newsletters shall contain information about credentialing and how RCA CCR&R can assist providers and presenters to achieve a credential; and

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- c. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The number of providers assisted in the licensing process;
 - (2) The number of new credentials awarded; and
 - (3) The number of credentials renewed or awarded at a higher level;
- d. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of times TA is provided in person;
 - (2) The number of times TA is provided by phone;
 - (3) The number of providers who became licensed;
 - (4) The number of times TA is provided for Licensed Plus; and
 - (5) The number of times TA is provided for accreditation.

Evaluation

2.63 Evaluate the performance of RCA's CCR&R services by:

- a. Asking each training participant who attends a RCA CCR&R sponsored training to complete an evaluation form. The results of these evaluations shall be used by RCA CCR&R as to the usefulness of the training, how the information will be applied by the attendee to improve the quality of care to children and families, the skill level and appropriateness of the trainer for the topic presented and specific suggestions for how to improve the training or requests for topics for future trainings;
- b. Utilizing the results of the evaluations for future planning of the RCA training calendar. New topic ideas suggested by participants shall be incorporated, suggestions regarding new or alternative presenters shall be explored, and the frequency of particular trainings may be increased or decreased depending on the evaluation results; and
- c. Evaluating RCA's training program through an ongoing needs assessment with providers and local child care associations and through the Provider Information Form. All workshop attendees shall complete a written evaluation form specific to that training. The form shall also seek topics for other trainings of interest as well as feedback regarding the location, day and time of day.

RCA CCR&R staff members shall update the provider information in the NACCRRA SDS database at least annually. In order to accomplish this, all providers receive a RCA Provider Information Form and a RCA Child Care Services Program Evaluation (Survey). These documents shall be mailed to the providers. Providers shall also be asked for input as to what services have been most helpful and are asked for suggestions as to how the program could be improved to better meet their needs.

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RCA CCR&R staff shall make every attempt to present tailored services to its providers by asking questions and responding to requests as completely and accurately as possible.

Technology

2.7 Utilize technology and build technological capacity by:

- a. Maintaining NACCRRRA membership;
- b. Using the Internet to connect to the NACCRRRA SDS to maintain and update data and to access information;
- c. Having a written policy governing permitted use of child care resource and referral databases, information, and other written materials generated from the operation of the CCR&R agency, which shall include prohibitions on the disclosure of individualized information about families or children. Said policy shall have the approval of the NH DHHS;
- d. Establishing and maintaining an extensive e-mail list of child care providers and regularly attempts to update this list in order to quickly provide timely information or changes to child care providers;
- e. Working with the CDB to have access to NH EASY and to receive training provided by the CDB on the use of the program; and
- f. Assisting in the further development and maintenance of the www.nhccrr.org website by contributing contract funds which will be delineated in the budget and by assisting the NH CCR&R Network in accessing additional funding and potential grant applications to secure current and future funding for the website. RCA CCR&R shall regularly update its information for the website including trainings, updated child care provider information and other information as appropriate and requested.

3. Meet the following staffing qualifications:

- a. Provide knowledgeable staff, who are credentialed (or have the credential waived) at the following levels according to the NH Early Childhood Professional Development System to perform the corresponding duties in the table below:

Duties	Credential Level
Take Calls & Meet With Families	Master Teacher Level 1
Hired to Provide Training	Trainer, Faculty, or Allied Master Professional
Consultant Staff	Program Consultant Master Professional to Provide Technical Assistance

- b. In those DO catchments areas where there are large numbers of non-English speaking persons, or persons of Limited English Proficiency (LEP), have a bilingual staff person or other translator/interpreter to be utilized when providing services or information to providers. Staff shall not rely on family members or friends of LEP persons to serve as

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interpreters unless the LEP person expressly requests such an arrangement. Children shall not be asked to translate or interpret. If no bilingual worker or in-house interpreter is available, the CCR&R shall make arrangements to obtain an outside interpreter. An LEP person shall not be required to pay for the services of an interpreter. If appropriate for the catchment area, written materials and training shall also be made available in languages other than English;

c. Designate a staff person to liaison with the CDB to:

- (1) Attend monthly meetings with the CDB;
- (2) Coordinate activities, working with the Child Care Program Improvement Specialist, the Child Care Training Specialist, and the Credential Specialist;
- (3) Maintain the NACCRRRA SDS;
- (4) Obtain input and feedback from child care providers when policy, Child Care Scholarship Program, and quality enhancement initiatives are being revised;
- (5) Evaluate CCR&R services;

d. Require current criminal background checks and central registry screenings of its staff. The results of such background checks and screenings shall be shared with the Department and the Department reserves the right to reject the Contractor's staff as a result of such background checks; and

e. Set aside professional development funds to allow staff to attend at least one national conference or symposium per contract cycle to further their expertise in providing CCR&R services.

4. Performance Measures:

- a. RCA shall meet the goals of the performance measures in this contract as documented in Attachment A. The DHHS reserves the right to amend Attachment A after consultation with RCA.

5. Provide records and reports including:

- a. Quarterly and annual reports with outcome statistics for each of the performance measures and other data reports indicated on Attachment A;
- b. Such reports described in (a) above shall be completed on Attachment C or a similar form provided by the CDB and e-mailed to the Child Care Program Improvement Specialist of the CDB, DCYF by the 15th of the month following the end of each quarter and the end of each contract year. Each report described in (a) above shall also include the cover sheet Attachment D, or a similar form provided by the CDB;
- c. All reports listed in Attachment E;
- d. The Department shall reserve the right to make adjustments to attachment A, B, and E after consultation with the contract agency;

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- e. The *Detailed Work-Plan* described in Attachment E of this contract. Attachment B of this contract shall be the *Preliminary Work-Plan* described in Attachment E. The *Detailed Work-Plan* described in Attachment E shall become Attachment B of this contract, after RCA submits this document and it is approved by the CDB;
- f. A summary of the performance measures outcome statistics for the contract period shall be forwarded along with the final billing and shall be postmarked within 60 days of the conclusion of the contract period;
- g. Maintaining detailed supporting documentation to support these reports which shall be available for DCYF review upon request;
- h. Meeting with the Child Care Program Improvement Specialist for discussion and approvals; and
- i. Providing information on an NHEP client's child care search in a Department appropriate format at the request of the NHEP ECS. The NHEP staff and RCA shall ask NHEP clients to sign the "Release of Confidentiality" form at the NHEP orientation to make the exchange possible.

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Exhibit A Attachment A Portsmouth/Salem Performance Measures

NO.	Contract Section	Performance Measure	Goal 1/1/10-6/30/10	Goal SFY 2011
1	2.2.k.(1)	The number of visits made to providers: center, licensed family, Licensed Exempt, and potential providers	25	50
2	2.4.1.g.(1)	The total number of families receiving referrals.	300	600
3	2.4.1.g.(2)	The number of families receiving referrals with CCR&R assistance.	250	500
4	2.4.1.g.(3)	The number of FANF clients assisted by the CCR&R.	50	100
5	2.4.3.a.(1)	The percent of families successfully surveyed.	20%	20%
6	2.4.3.a.(2)	The percent of families surveyed who were successful in finding care.	80%	80%
7	2.4.3.a.(3)	The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation.	80%	80%
8	2.4.3.a.(4)	The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list.	50%	50%
9	2.4.3.a.(5)	The percent of families who had all of their child care needs met by the care they chose.	60%	60%
10	2.5.1.e.(1)	The number of new providers added to the database, including licensed and license exempt providers.	4	8
11	2.5.1.e.(2)	The number of new child care opportunities created by new and existing providers.	12	24
12	2.5.1.e.(3)	The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care.	3	6
13	2.5.1.e.(4)	The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R.	2	4
14	2.5.1.e.(5)	The number of providers specifically recruited to meet the needs of families on the wait list.	4	8
15	2.6.1.n.(1)	The number of Child Care Basics trainings offered.	5	10
16	2.6.1.n.(2)	The number of attendees at Child Care Basics trainings.	50	100
17	2.6.1.n.(3)	The number of other trainings offered.	7	14
18	2.6.1.n.(4)	The number of attendees at other trainings offered by the CCR&R.	70	140
19	2.6.2.c.(1)	The number of providers assisted in the licensing process.	2	4
20	2.6.2.c.(2)	The number of new credentials awarded.	12	25
21	2.6.2.c.(3)	The number of credentials renewed or awarded at a higher level.	7	15

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Exhibit A Attachment B Portsmouth & Salem Work/Training Plan

Rockingham Community Action
Child Care Services- Rockingham County
Portsmouth/Salem
CHILD CARE
RESOURCE, REFERRAL, RECRUITMENT, TRAINING
TIMELINE/WORKPLAN
July 1, 2009-June 30, 2011

July 1, 2009- Ongoing child care referrals to families in need of child care
June 30, 2011 Ongoing follow up calls to referred families
Ongoing update/maintenance of complete inventory of child care options
Ongoing distribution of consumer education resources related to child care
Ongoing work to clarify child care needs
Ongoing assistance to families to assess and define choices
Ongoing technical assistance to callers seeking other forms of assistance
Ongoing visits to Salem and Portsmouth District Offices
Ongoing visits to Salem and Portsmouth NHEP Offices
Ongoing collaboration with the Child Development Bureau
Ongoing visits to child care providers
Ongoing monthly staff meetings to work on quality plan and improvement plan

July, 2009: Fourth Quarter Report Submission
Annual Report preparation/submission

Trainings:

Introducing the 2009 Edition of Developmentally Appropriate Practice

July 2009 6:30 - 8:30

Location: Derry/Londonderry Area

Core Knowledge Areas: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Presenter: Lisa Strout

Developing Health & Safety Policies in the Child Care Program

July 2009 9:30-11:30am

Location: Portsmouth/Exeter Area

Core Knowledge Area: 4, 10, 12

Presenter: Brooke Stebbins & Deirdre Dunn

Messy Gooey Gobs of Fun

July 2009 6:30-8:30 pm

Location: Salem/Derry Area

Core Knowledge Areas: 3

Presenter: Traci Davies & Claudette Mallory

August, 2009 Training Calendar Set-up (October-January)

Trainings:

Let's Move! Childhood Obesity: Making a Difference in Early Care and Education

August 2009 6:30- 8:30 pm

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Location: Portsmouth/Exeter Area
Core Knowledge Areas: 4
Presenter: Brooke Stebbins

Fun With Food

August 2009 6:30-8:30 pm
Location: Salem/Derry Area
Core Knowledge Area: 4
Presenter: Karyn Moschella & Claudette Mallory

Infant/ Child CPR and First Aid

August 2009 6:00-9:00 pm
Location: Salem/Derry Area
Core Knowledge Area: 4
Presenter: KO Bisson

September, 2009 Fall Newsletter / Training Calendar Preparation and Distribution (Oct.-Dec.)
First Quarterly Report Preparation

Trainings:

Beyond the Basics: Early Learning Guidelines

September, 2009 6:00-9:00 pm
Location: Salem/Derry Area
Core Knowledge Areas: 1, 2, 3, 4, 5, 6, 8, 9, 10
Presenter: TBA

Becoming an Early Childhood Professional: Portfolio Development and Credentialing

September, 2009 6:30-8:30pm
Location: Portsmouth/Exeter Area
Core Knowledge Area: 11
Presenter: TBA

Beyond the Basics: Financial Overview for Child Care

September, 2009 6:00-9:00pm
Location: Salem/Derry Area
Presenter: Jeff Kent, TMF 3, Kent Tax and Business Services
Core Knowledge Area: 12

Developmentally Appropriate Practice

September, 2009 6:30-8:30pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 2, 3, 6
Presenter: TBA

Beyond the Basics: Is This a Good Place for Me: Learning Spaces That Work

September, 2009 6:00-9:00pm
Location: Salem/Derry Area
Core Knowledge Areas: 1, 3, 6

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Presenter: TBA

Trainings:

Child Care Basics: 1-2-3 Grow With Me!

October 2009 6:00-9:00pm

Location: Portsmouth/Exeter Area

Core Knowledge Area: 2

Presenter: TBA

Observation and Assessment in Early Childhood

October 2009 6:30-8:30pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 2, 5

Presenter: TBA

Child Care Licensing Orientation

October 2009 6:30-8:30pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 4

Presenter: Denise Corvino

Child Care Basics: Caring with Infants and Toddlers

October 2009 6:00-9:00 pm

Location: Salem/Derry Area

Core Knowledge Areas: 1, 2, 3

Presenter: TBA

New Provider Night

October 2009 6:30- 8:30 pm

Location: Salem Office

Core Knowledge Areas: 1, 4, 11, 12

Presenter: RCA CCS office

November, 2009 Training Calendar Planning (January-April)

Trainings:

Beyond the Basics: Anti-Bias Curriculum: Celebrating

Diversity in Your Program

November 2009 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Areas: 3, 8

Presenter: TBA

Infant/ Child CPR and First Aid

November, 2009 6:30-8:30pm

Location: Salem/Derry Area

Core Knowledge Area: 4

Presenter: TBA

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**Beyond the Basics: How to Provide the Quality Care
That Families Look For**

November, 2009 6:00-9:00pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 3,6,7,10,12
Presenter: TBA

Multiple Intelligences as Curriculum

November, 2009 6:30-8:30pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 3, 6
Presenter: TBA

Beyond the Basics: Meeting the Needs of All Children and Families

November, 2009 6:00-9:00pm
Location: Salem/Derry Area
Core Knowledge Areas: 2, 9
Presenter: TBA

December, 2009 Winter Newsletter/ Training Calendar Preparation and Distribution (Jan-March)

Second Quarterly Report preparation

Trainings:

Food Allergies in Infants and Children

December, 2009 6:30-8:30pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 4
Presenter: TBA

Taxes for Family Child Care Providers

December, 2009 6:30-8:30pm
Location: Salem/Derry Area
Core Knowledge Area: 12
Presenter: Jeff Kent

January, 2010 Second Quarterly Report Submission

Trainings:

"Fun Hoops to Jump Through: Teambuilding for Staff through Games & Communication"

January, 2010 6:00-9:00pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 11
Presenter: Johanna Booth-Miner & Sarah Miner

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Child Care Basics: Understanding Children's Behavior

January, 2010 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Areas: 2, 7

Presenter: TBA

Medication Administration

January, 2010 6:30-8:30pm

Location: Salem/Derry Area

Core Knowledge Area: 4

Presenter: TBA

Beyond the Basics: Dynamic Curriculum

January, 2010 6:00-9:00pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas 3, 6

Presenter: TBA

February, 2010 Training Calendar Preparation (April-July)

Trainings:

Responding to Sexuality in the Early Years

February, 2010 6:30-8:30pm

Location: Salem/Derry Area

Core Knowledge Areas: 2, 5

Presenter: TBA

Beyond the Basics: School-Age Care: It's not Preschool for Big Kids!

February, 2010 6:00-9:00pm

Location: Portsmouth/Exeter Area

Core Knowledge Area: 3

Presenter: TBA

Infant/ Child CPR and First Aid

February, 2010 6:00-9:00 pm

Location: Portsmouth/Exeter Area

Core Knowledge Area: 4

Presenter: TBA

Beyond the Basics: Early Learning Guidelines

February, 2010 6:00-9:00 pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 1, 2, 3, 4, 5, 6, 8, 9, 10

Presenter: TBA

March, 2010 Spring Newsletter/ Training Calendar Preparation and Distribution
Third Quarterly Report Preparation

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Trainings:

Beyond the Basics: How to Talk to Parents about Difficult Issues

March, 2010 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Areas: 10, 11

Presenter: TBA

Infant/ Toddler Sign Language

March, 2010 6:30-8:30pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 3, 9

Presenter: TBA

Messy-Gooey Gobs Of Fun Night

March, 2010 6:30-8:30pm

Location: Salem Office

Core Knowledge Area: 3, 4

Presenter: TBA

Storytelling w/ Shawn Middleton

March, 2010 6:30-8:30pm

Location: Salem/Derry Area

Core Knowledge Area: 3, 4

Presenter: Shawn Middleton

April, 2010

Third Quarterly Report Submission

Provider Information Forms Distributed

CCS Survey Distributed

Early Childhood Celebration- April 2010

Annual Week of the Young Child

Trainings:

Infant/ Child CPR and First Aid

April, 2010 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Area: 4

Presenter: TBA

May, 2010

Training Calendar Preparation (July-October)

NHCCR&R Network's Annual Conference

Trainings:

New Provider Night

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May, 2010 6:30- 8:30 pm
Location: Salem Office
Core Knowledge Areas: 1, 4, 11, 12
Presenter: RCA CCS office

Water Safety

May, 2010 6:00-8:30pm
Location: Salem/Derry Area
Core Knowledge Area: 4
Presenter: TBA

Strengthening Families: About Child Abuse & Neglect

May, 2010 6:30-8:30pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 4,5,11
Presenter: TBA

June, 2010 Summer Newsletter/ Training Calendar Preparation and Distribution
Fourth Quarterly Report Preparation

Trainings:

Beyond the Basics: School's Out: Now What?

June, 2010 6:00-9:00 pm
Location: Portsmouth/Exeter Area
Core Knowledge Area: 3
Presenter: TBA

Beyond the Basics: Early Learning Guidelines

June, 2010 6:00-9:00 pm
Location: Salem/Derry Area
Core Knowledge Areas: 1, 2, 3, 4, 5, 6, 8, 9, 10
Presenter: TBA

Bird Flu Workshop

June, 2010 6:30-8:30pm
Location: Portsmouth/Exeter Area
Core Knowledge Area: 4
Presenter: TBA

License Exempt Child Care Provider Recruitment Fair

June, 2010

July, 2010: Fourth Quarter Report submission
Newsletter/ Training Calendar prepared and distributed (July- September)
Annual Report preparation/Submission

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Trainings:

Meet and Greet

Early July, 2010 6:00-8:00 pm

Location: Rochester Area

All RCA CCS staff from Rockingham and Strafford will attend;

Invitees will include all providers and community partners in Strafford County

Fun with Food: Cooking and Nutrition with Children

July, 2010 6:30-8:30 pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 3, 4

August, 2010 Training Calendar Set-up (October-January)

Recruitment/Training/R&R publicity

Parenting NH

Trainings:

New Provider Night

August, 2010 6:30- 8:30 pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 1, 4, 11, 12

Presenter: RCA CCS Staff

Infant/ Child CPR and First Aid

August, 2010 6:00-9:00 pm

Location: Portsmouth/Exeter Area

Core Knowledge Area: 4

Presenter: TBA

September, 2010 Fall Newsletter / Training Calendar Preparation and Distribution (Oct.-Dec.)

First Quarterly Report Preparation

Trainings:

Beyond the Basics: Early Learning Guidelines

September, 2010 6:00-9:00 pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 1, 2, 3, 4, 5, 6, 8, 9, 10

Presenter: TBA

Becoming an Early Childhood Professional: Portfolio Development and

Credentialing

September, 2010 6:30-8:30pm

Location: Salem/Derry Area

Core Knowledge Area: 11

Presenter: TBA

Beyond the Basics: Financial Overview for Child Care

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September, 2010 6:00-9:00pm
Location: Portsmouth/Exeter Area
Presenter: Jeff Kent, TMF 3, Kent Tax and Business Services
Core Knowledge Area: 12

Developmentally Appropriate Practice

September, 2010 6:30-8:30pm
Location: Salem/Derry area
Core Knowledge Areas: 2, 3, 6
Presenter: TBA

Beyond the Basics: Is This a Good Place for Me: Learning Spaces That Work

September, 2010 6:00-9:00pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 1, 3, 6
Presenter: TBA

October, 2010 First Quarterly Report Submission

Trainings:

Child Care Basics: Working with Infants and Toddlers

October, 2010 6:00-9:00 pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 1, 2, 3
Presenter: TBA

Parent Perspectives: Issues in Autism

October, 2010 6:30-8:30pm
Location: Salem/Derry Area
Core Knowledge Area: 9
Presenter: TBD

Beyond the Basics: Anti-Bias Curriculum: Celebrating Diversity in Your Program

October, 2010 6:00-9:00pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 3, 8
Presenter: TBA
In collaboration with RCA CCS of Strafford County

Observation and Assessment in Early Childhood

October, 2010 6:30-8:30pm
Location: Salem/Derry Area
Core Knowledge Areas: 2, 5
Presenter: TBA

November, 2010 Training Calendar Planning (January-April)

Trainings:

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Infant/ Child CPR and First Aid

November, 2010 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Area: 4

Presenter: TBA

**Beyond the Basics: How to Provide the Quality Care
That Families Look For**

November, 2010 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Areas: 3,6,7,10,12

Presenter: TBA

Multiple Intelligences as Curriculum

November, 2010 6:30-8:30pm

Location: Salem/Derry Area

Core Knowledge Areas: 3, 6

Presenter: TBA

Beyond the Basics: Meeting the Needs of All Children and Families

November, 2010 6:00-9:00pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 2, 9

Presenter: TBA

December, 2010 Winter Newsletter/ Training Calendar Preparation and Distribution (Jan-March)
Second Quarterly Report preparation

Trainings:

Food Allergies in Infants and Children

December, 2010 6:30-8:30pm

Location: Salem/Derry Area

Core Knowledge Areas: 4

Presenter: TBA

Taxes for Family Child Care Providers

December, 2010 6:30-8:30pm

Location: Portsmouth/Exeter Area

Core Knowledge Area: 12

Presenter: Jeff Kent

January, 2011 Second Quarterly Report Submission

Trainings:

"Fun Hoops to Jump Through: Teambuilding for Staff through Games & Communication"

January, 2010 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Areas: 11

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Date 10/17/09

Presenter: Johanna Booth-Miner & Sarah Miner

Child Care Basics: Understanding Children's Behavior

January, 2011 6:00-9:00pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 2, 7

Presenter: TBA

Medication Administration

January, 2011 6:30-8:30pm

Location: Portsmouth/Exeter Area

Core Knowledge Area: 4

Presenter: TBA

Beyond the Basics: Dynamic Curriculum

January, 2010 6:00pm-9:00pm

Location: Salem/Derry Area

Core Knowledge Areas 10

Presenter: TBA

February, 2011 Training Calendar Preparation (April-July)

Trainings:

Responding to Sexuality in the Early Years

February, 2011 6:30-8:30pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 2, 5

Presenter: TBA

Beyond the Basics: School-Age Care: It's Not Preschool for Big Kids!

February, 2011 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Area: 3

Presenter: TBA

Infant/ Child CPR and First Aid

February, 2011 6:00-9:00 pm

Location: Portsmouth/Exeter Area

Core Knowledge Area: 4

Presenter: KO Bisson

Beyond the Basics: Early Learning Guidelines

February, 2011 6:00-9:00 pm

Location: Salem/Derry Area

Core Knowledge Areas: 1, 2, 3, 4, 5, 6, 8, 9, 10

Presenter: TBA

Contractor's Initials GS

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March, 2011

Spring Newsletter/ Training Calendar Preparation and Distribution
Third Quarterly Report Preparation

Trainings:

**Beyond the Basics: Parent-Provider Relationships: How to Talk to
Parents about Difficult Issues**

March, 2011 6:00-9:00pm

Location: Portsmouth/Exeter Area

Core Knowledge Areas: 10, 11

Presenter: TBA

Infant/ Toddler Sign Language

March, 2011 6:30-8:30pm

Location: Salem/Derry Area

Core Knowledge Areas: 3, 9

Presenter: TBA

Messy-Gooey Gobs of Fun Night

March, 2011 6:30-8:30pm

Location: Salem Office

Core Knowledge Area: 3, 4

Presenter: TBA

April, 2011 Third Quarterly Report Submission
Provider Information Forms Distributed
CCS Survey Distributed
Early Childhood Celebration-- April 2011
Week of the Young Child

Trainings:

Child Care Basics: 1-2-3 Grow With Me!

April, 2011 6:00-9:00pm

Location: Salem/Derry Area

Core Knowledge Area: 2

Presenter: TBA

**Becoming an Early Childhood Professional: Portfolio Development and
Credentialing**

April, 2011 6:30-8:30pm

Location: Portsmouth/Exeter Area

Core Knowledge Area: 11

Presenter: TBA

Infant/ Child CPR and First Aid

April, 2011 6:00-9:00pm

Location: Salem/Derry Area

Contractor's Initials

Date

CS
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Core Knowledge Area: 4
Presenter: KO Bisson

May, 2011 Training Calendar Preparation (July-October)
NHCCR&R Network's Annual Conference

Trainings:

New Provider Night

May, 2011 6:30- 8:30 pm
Location: Salem Office
Core Knowledge Areas: 1, 4, 11, 12
Presenter: RCA CCS staff

Water Safety

May, 2011 6:00-8:30pm
Location: Salem Area
Core Knowledge Area: 4
Presenter: TBA

Strengthening Families: About Child Abuse & Neglect

May, 2011 6:30-8:30pm
Location: Salem/Derry Area
Core Knowledge Areas: 4,5,11
Presenter: TBA

June, 2011 Summer Newsletter/ Training Calendar Preparation and Distribution
Fourth Quarterly Report Preparation

Trainings:

Bird Flu Workshop

June 2011 6:30-8:30pm
Location: Salem/Derry Area
Core Knowledge Area: 4
Presenter: TBA

Beyond the Basics: School's Out: Now What?

June, 2011 6:00-9:00 pm
Location: Salem/Derry Area
Core Knowledge Area: 3
Presenter: TBA

Beyond the Basics: Early Learning Guidelines

June, 2011 6:00-9:00 pm
Location: Portsmouth/Exeter Area
Core Knowledge Areas: 1, 2, 3, 4, 5, 6, 8, 9, 10
Presenter: TBA

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License Exempt Child Care Provider Recruitment Fair

Additional workshops will be offered throughout the year, with specific topics of interest identified by our providers through our workshop evaluations, annual Provider Surveys, provider visits and recommendations. Workshops will also be done in collaboration with other agencies including other CCR&R agencies, PTAN, Alliance for Better Child Care and Seacoast Family Child Care Association.

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Date 10/9/00

Quarter 1 2 3 4 5 6

Vendor #:

Date: Contract Period:

Agency Name:
Compiled by:

Note: NACCRRAware will be updated to allow for this data collection

Contract o. Section	Performance Measure	Goal										Total		Status
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	1/1/10- 6/30/10	1/1/10- 6/30/10	Ach'vd 1/1/10- 6/30/10	Goal	SFY 2011	Ach'vd 2011	
1	2.2.k.(1) The number of visits made to providers: center, licensed family, Licensed Exempt, and potential providers	5	8	10	6	8	8	13	15	0	0	32	45	45 Example w/ calculations
2	2.4.1.g.(1) The total number of families receiving referrals							0				0	0	
3	2.4.1.g.(2) The number of families receiving referrals with CCR&R assistance.							0				0	0	
4	2.4.1.g.(3) The number of FANF clients assisted by the CCR&R.							0				0	0	
5	2.4.3.a.(1) The percent of families successfully surveyed.													
6	2.4.3.a.(2) The percent of families surveyed who were successful in finding care.	50%	70%	80%	81%	83%	79%	60%	80%	60%	80%	81%	80%	70% Example w/ calculations
7	2.4.3.a.(3) The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation.							0%	80%	0%	80%	0	80%	0%
8	2.4.3.a.(4) The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list.								50%	0%	50%	0	50%	0%
9	2.4.3.a.(5) The percent of families who had all of their child care needs met by the care they chose.								60%	0%	60%	0	60%	0%
10	2.5.1.e.(1) The number of new providers added to the database, including licensed and license exempt providers.							0		0		0	0	0
11	2.5.1.e.(2) The number of new child care opportunities created by new and existing providers.													
12	2.5.1.e.(3) The number of providers who are recruited or expand their programs to meet the unmet needs of infant/toddler care, special needs care and non-traditional hours care.							0		0		0	0	0
13	2.5.1.e.(4) The number of providers who are recruited or expand their programs to meet an unmet need as identified by the CCR&R.													
14	2.5.1.e.(5) The number of providers specifically recruited to meet the needs of families on the wait list.							0		0		0	0	0

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Contract No.	Section	Performance Measure	Goal										Total		Status
			Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	1/1/10- 6/30/10	Ach'vd 1/1/10- 6/30/10	Goal SFY 2011	Ach'vd SFY 2011	Goal	Ach'vd	
15	2.6.1.n.(1)	The number of Child Care Basics trainings offered.	3	4	2	5	3	3	6	7	12	13	18	20	
16	2.6.1.n.(2)	The number of attendees at Child Care Basics trainings.								0		0	0	0	
17	2.6.1.n.(3)	The number of other trainings offered.								0		0	0	0	
18	2.6.1.n.(4)	The number of attendees at other trainings offered by the CCR&R.								0		0	0	0	
19	2.6.2.c.(1)	The number of providers assisted in the licensing process.								0		0	0	0	
20	2.6.2.c.(2)	The number of new credentials awarded.								0		0	0	0	
21	2.6.2.c.(3)	The number of credentials renewed or awarded at a higher level.								0		0	0	0	

List trainings for current quarter only. Please list CC Basics or Beyond in bold.

Workshop Title	Date	Location (town)	Presenter	Credential	# Attended	Collaborators	Comments (i.e. fee charged) cancelled due to snow
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Please list the date(s) that you offer these required trainings throughout the year.

Workshop Title	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6
Early Learning Guidelines						
Business of Child Care						
CC Billing and Payment						
Recognizing & Reporting Child Abuse & Neglect						
Strengthening Families PCAN						
Emergency Preparedness						
First Aid						
Infant/Child CPR						
Water Safety (advertise and assist w/sign-in)						

Other Reporting Requirements

Note: NACCRR software will be updated to allow for this data collection

Contract Section	Reporting Requirement	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Total Ach'vd	Notes
Outreach									
2.2.k.(1)a	# of visits made to the District Office(s) and the nature of those visits							0	
2.2.k.(1)b	# of visits made to the NHEP office(s) and the nature of those visits							0	
2.2.k.(2)	# of NHEP Orientations attended and the number not attended along with the reason why the Orientation was not attended							0	
2.3.e.(1)a	# of providers whose information was fully updated							0	
2.3.e.(1)b	# of providers whose information was partially updated							0	
2.3.e.(2)	# of times information/data was provided to entities other than DHHS							0	
2.3.e.(3)	The date the quarterly newsletter was mailed	1/15/10						N/A	
2.4.h.(1)	# of families receiving referrals via the web							0	
2.4.h.(2)	# of new families served							0	
2.4.h.(3)	# of previous families seeking new information that were served							0	
2.4.h.(4)	# of families served through the DO							0	
2.42.e.(1)	# of families identified as being put on the wait list							0	
2.42.e.(2)	# of families on the wait list receiving referrals							0	
2.42.e.(3)	# of families released from the wait list receiving referrals							0	
2.42.e.(4)	# of providers assisted with the enrollment process							0	
2.42.e.(5)	# of contacts with a family from the time they go on the wait list until they are released from the wait list and enrolled with a provider							0	

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Date 12/1/09

Contract Section	Reporting Requirement	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Total Achieved	Notes
Follow-up									
2.43.b.(1)	# of clients assisted by the CCR&R							0	
2.43.b.(2)	# of FNAF clients assisted by the CCR&R							0	
2.43.b.(3)	# of follow-up attempts made							0	
2.43.b.(4)	# of follow-up surveys completed							0	
2.43.b.(5)	# of families satisfied with the care they found							0	
2.43.b.(6)	# of families that chose not to use care							0	
2.43.b.(7)	# of families whose search was still in process							0	
2.43.b.(8)	# of families who were unable to locate care							0	
2.43.b.(9)	Any child care needs of the family that were not met by their child care choice or options							0	
2.43.b.(10)	Any unmet child care needs of families on the wait list							0	
2.43.b.(11)	# of families who chose care from the referral list(s) they received from the CCR&R							0	
2.43.b.(12)	# of families who found the referrals they received helpful							0	
2.43.b.(13)	# of families who found the consumer education they received over the phone helpful							0	
2.43.b.(14)	# of families who found the written or posted consumer education they received or accessed helpful							0	
2.43.b.(15)	# of families who report they were able to identify indicators of quality in child care programs							0	
2.43.b.(16)	# of families who report that the CCR&R services were culturally competent							0	
2.5.f.(1)	# of child care providers closed permanently							0	
2.5.f.(2)	# of child care opportunities lost b provider closings							0	
2.5.f.(3)	# of net child care opportunities gained or lost							0	
2.61.o.(1-3)	See performance measure report								
2.62.d.(1)	# of times TA is provided in person							0	
2.62.d.(2)	# of times TA is provided by phone							0	
2.62.d.(3)	# of providers who became licensed							0	

Exhibit A Attachment D – Coversheet for Quarterly Report

CCR&R Quarterly Narrative Report

Agency Name:

Date:

Reported prepared by:

Quarter: 1 2 3 4 5 6

Vendor #:

Contract Period:

CDB Liason:

CCR&R Staff	Credential(s) held

Detailed Work Plan submitted (date):

Due 2/1/10

Approved: ☐ Yes ☐ No

Technology Policy submitted (date):

Due 2/1/10

Approved: ☐ Yes ☐ No

Outreach Plan submitted (date):

Due 3/31/10

Approved: ☐ Yes ☐ No

Publicity materials submitted: Please provide a list of materials revised & submitted this quarter.

Improvement Plan: Please describe any work done this quarter on the Improvement plan

Due date TBD

Date submitted:

Approved: ☐ Yes ☐ No

Quality Plan: Please describe any work done this quarter on the Quality plan

Due 9/30/09

Date submitted:

Approved: ☐ Yes ☐ No

Service Delivery Maintenance & Improvement Plan: Please describe any work done this quarter on the Improvement plan. Due date: 30 days after completion of survey

Date submitted:

Approved: ☐ Yes ☐ No

Plans for attending national conference or symposium: Please describe these plans as they are made and carried out.

Successes during this quarter: Please highlight those areas where you have had particular success in meeting contract goals or work activities.

Contractor's Initials

Date

GS
10/17/09

Exhibit A Attachment D -- Coversheet for Quarterly Report

Challenges during this quarter: Please describe those areas where you have had challenges in meeting contract goals or completing work activities.

Other: Please highlight any activities, successes, challenges, etc., not captured elsewhere in the report.

Questions for the CDB: Please submit any questions you may have for the CDB regarding your work, CDB policy & procedure, and/or your contract.

Goals:

Progress from the previous quarter: Please assess the progress you've made in accomplishing the goals for the previous quarter.

For the coming quarter: If meeting with the Child Care Program Improvement Specialist this quarter, we will set these goals together. If not, please list 2-5 goals (depending on how much is involved in accomplishing them) that you will work on in the coming quarter.

Comments from the CDB: The Child Care Program Improvement Specialist will return comments to each CCR&R regarding their work during the previous quarter.

Contractor's Initials GS
Date 10/15/10

Exhibit A Attachment E. – Portsmouth / Salem Required Reports

Documentation required		Submission Deadline
Preliminary work plan – This plan shall include a time line with clearly identified dates/year, which addresses all aspects of the requirements of this contract. This should include a training plan which details the number of trainings, locations (town) and target numbers of participants.		With Proposal
Detailed work plan – This plan shall be a revised work-plan for the entire contract period, subject to approval by the Administrator of the CDB.		February 1, 2010
Technology Policy		February 1, 2010
Outreach plan – This plan shall be made in order to make the CCR&R services known to the widest possible audience of families, providers and community members (including agencies, policy makers, public officials, and businesses) within the catchment area, including services to limited English proficient families and providers and in consideration of a variety of diversity issues. The outreach plan should include determining which populations are underserved by CCR&R and specifically targeting outreach to these populations.		March 31, 2010
All publicity that indicates office location, hours, availability to meet with families, phone #s, and email address.		As it is updated
Sign in sheet from NHCCR&R Network Meetings		Monthly
Improvement Plan		TBD
Quality plan - The Contractor shall complete the NACCRRRA Quality Assurance Scoring Sheet of Best Practices Criteria for Core Competencies, Parent Services, and Provider Services as a self-assessment and needs assessment. Documentation for items that the Contractor meets or partially meets should be kept on file at the office location for review at the request of the Child Care Program Improvement Specialist. For those items that are partially met or not met, the Contractor shall submit a plan for meeting those criteria along with what additional support (training, TA or additional resources), if any, that would be needed to meet those criteria. The Scoring Sheet and plan are to be submitted to the Child Care Program Improvement Specialist by September 30, 2010. Implementation of the plan shall be agreed upon by the Contractor and the CDB.		September 30, 2010
Service Delivery Maintenance and Improvement Plan - Provide the CDB with a copy of the survey used described in the evaluation section of the contract, the results of the survey and a plan for service delivery maintenance or improvement.		Within 30 days of Survey Completion.

Contractor's Initials GS

Date 10/7/09

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Contract Agency: Rockingham Community Action

Program Period: January 1, 2010 through June 30, 2011
Or Date of Governor & Executive Council approval, whichever is later

1. This Contract is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, in the amount of \$139,091.46 and CFDA #93.713 made possible by the American Recovery and Reinvestment Act (ARRA) in the amount of \$39,108.54. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Contract, the State agency agrees to purchase from the Contractor services in the amount not to exceed \$178,200.00 (one hundred and seventy-eight thousand and two hundred dollars) for services provided during the program period specified above.

2. Quarterly payments shall be made to the Contractor subject to the following conditions:

2.1 Payments shall be made on a quarterly cost reimbursement basis beginning April 15, 2010 for actual expenditures up to the total contract price incurred in the fulfillment of this agreement. The invoice, which shall be provided by DHHS after the approval of Governor & Executive Council, must be sent to:

Patrick McGowan, Contract Specialist
Child Development Bureau
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant St., Concord, New Hampshire 03301

2.2 In lieu of hard copies, invoices may be assigned an electronic signature and be e-mailed to: patrick.mcgowan@dhhs.state.nh.us

2.3 Expenditures shall be in accordance with the approved line item budget shown in Exhibits B-1 and B-2. If applicable, this will include drawing down match funds consistently throughout the contract period. Any adjustment to a line item in excess of 10% of the original budget lines will require the prior written approval of the State. The Contractor must include a detailed explanation and revised line item budget figures.

2.4 Payments may be withheld pending receipt of required reports as defined in Exhibit A.

2.5 A final payment request shall be submitted no later than sixty (60) days after the end of each fiscal year. Failure to submit the final invoice by that date may result in non-payment.

Contractor's Initials CS

Date 10/7/09

Exhibit B-1 – Portsmouth and Salem Key Personnel Data -

SFY2010 Contract (1/1/10 - 6/30/10)

Name	Percentage of Time Spent on Project	Annual Salary	Billed to DCYF
Claudette Mallory	85%	\$37,918	\$16,115.
Deborah Markarian	100%	\$28,275.	\$14,138.
Karen Moyer	20%	\$61,906.	\$ 5,635.
Amy Allen	20%	\$14,955.	0
Greg Schneider	2%	\$65,293.	0

SFY2011 Contract (7/1/10 - 6/30/11)

Name	Percentage of Time Spent on Project	Annual Salary	Billed to DCYF
Claudette Mallory	85%	\$37,918.	\$32,230.
Deborah Markarian	100%	\$28,275.	\$28,275.
Karen Moyer	20%	\$61,906.	\$12,765.
Amy Allen	20%	\$14,955.	0
Greg Schneider	2%	\$65,293.	0

Contractor's Initials GS

Date 10/7/09

Exhibit B-2 – Portsmouth and Salem Budget

		SFY2010 Contract (1/1/10 - 6/30/10)			SFY2011 Contract (7/1/10 - 6/30/11)		
		DCYF Costs	Agency Match	Total	DCYF Costs	Agency Match	Total
A. Salaries and Wages							
Direct Support Staff		35,888	8,028	43,916	73,270	14,560	87,830
Indirect / Management Staff			650	650		1,300	1,300
Total:		\$35,888	\$8,678	\$44,566	\$73,270	\$15,860	\$89,130
B. Benefits							
Health and other related		563		563	1,127		1,127
Other benefits		4,260	1,370	5,630	8,778	994	9,772
Total:		\$4,823	\$1,370	\$6,193	\$9,905	\$994	\$10,899
C. Staff Training		500	1,500	2,000	2,000		2,000
D. Professional / Consultant Fees		2,000	500	2,500	3,000	1,000	4,000
E. Rental Costs		2,400	1,200	3,600	4,800	2,400	7,200
F. Rental, Lease, or Purchase of Minor Equipment		540		540	540		540
G. Equipment		335	1,000	1,335	335		335
H. Consumable Supplies		750		750	1,500		1,500
I. Food		368		368	628		628
J. Travel							
In-State Transportation		1,500		1,500	2,500	500	3,000
Out of State Transportation			500	500	875	125	1,000
Lodging / Food			1,000	1,000	1,000		1,000
Total:		\$1,500	\$1,500	\$3,000	\$4,375	\$625	\$5,000
K. Utilities							
Phone / Internet		1,075	330	1,405	2150	660	2,810
Heat/Fuel							
Electricity							
Total:		\$1,075	\$330	\$1,405	\$2150	\$660	\$2,810
L. Other							
Printing/ Postage /FAX		2,100	100	2,200	4,200	200	4,400
Other (Memberships/Dues)		2,200	300	2,500	2,200	300	2,500
Other (Indirect Costs)		4,921	1,500	6,421	9,897	2,110	12,007
Total:		\$9,221	\$1,900	\$11,121	\$16,297	\$2,610	\$18,907
GRAND TOTAL:		\$59,400	\$17,978	\$77,378	\$118,800	\$24,149	\$142,949

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Date 12/2/09

EXHIBIT C TO P-37 (ARRA PROVISIONS)

Exhibit C American Recovery and Reinvestment Act Standard Terms

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall govern and take precedence over any conflicting provision in this Agreement.

1. The Contractor/Grantee shall obtain a DUNS number (www.dnb.com), and register with the Central Contractor Registry (CCR, www.ccr.gov). The Contractor/Grantee shall require any subcontractor/subgrantee to obtain a DUNS number.

The Contractor/Grantee agrees to advertise any sub-contract/sub-grant opportunity arising from this contract/grant to be paid for with American Recovery and Reinvestment Act funds on the State of New Hampshire, Department of Administrative Services "Bidding Opportunities" web site, by completing a bid description form available at: http://www.sunspot.admin.state.nh.us/statecontracting/Documents/bid_form.doc and submitting it to the Contracting Officer or Grant Manager who will submit the form to purchweb@nh.gov. The bid description form may also be obtained in person from the Office of Economic Stimulus at the State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301, by U.S. mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301. Requests can be made by phone, (603) 271-2121, or by email, NHOES@nh.gov.

2. The Contractor/Grantee, upon entering into any sub-contract/sub-grant to be paid for with American Recovery and Reinvestment Act funds received through this contract/grant for the purpose of carrying out this agreement, agrees to provide the Contracting Officer/Grant Manager and the Office of Economic Stimulus redacted PDF or paper copies of the executed sub-contracts/sub-grants. A copy may be submitted by e-mail to NHOES@nh.gov or by U.S. Mail to 107 North Main Street, State House – Room 208 Concord, New Hampshire 03301 or by delivery to the Office of Economic Stimulus, State House Annex, Room 202-A, 25 Capitol Street, Concord, New Hampshire 03301. The copies provided to the State shall have any proprietary or non-public information, the disclosure of which would constitute an invasion of privacy, redacted. All contracts/grants to individuals and those for amounts of less than \$25,000 shall be reported in the aggregate by written narrative in a manner that protects the privacy interests of any individual recipient. The written narrative shall include the purpose of the sub-contract(s)/grant(s), the aggregate amount of the sub-contract(s)/grant(s), and an estimate of the jobs created and the jobs retained by job type, if any, as a result of the sub-contract(s)/grant(s). All contracts/grants awarded using American Recovery and Reinvestment Act funds will be posted on the NH Recovery web site and may be posted on the federal Recovery.gov web site.

3. The Contractor/Grantee shall comply, and require any subcontractor/subgrantee to comply with all applicable statutes, laws, regulations, and orders of federal, state, county or

EXHIBIT C TO P-37 (ARRA PROVISIONS)

municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the reporting requirements in the Jobs Accountability Act in Section 1512.

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

First-tier subcontract: means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

Jobs created: means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

Jobs retained: means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the

EXHIBIT C TO P-37 (ARRA PROVISIONS)

contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

All jobs created (FTEs) added to all jobs retained (FTEs) should equal the total jobs (FTEs) being paid for with the ARRA contract/grant funds received pursuant to this Agreement by the contractor/grantee. Stated otherwise, all jobs (FTEs) being paid for with funds provided by this agreement minus all jobs created (FTEs) should equal all jobs retained (FTEs). A job cannot be reported as both created and retained.

Total compensation: means the cash and noncash dollar value earned by the executive during the contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The Contractor/Grantee shall provide the data needed for Section 1512 reporting monthly in the format defined by the Contracting Officer/Grant Manager. The report format may be changed over time if the federal government issues guidance or establishes requirements for a different format.

Section 1512, at a minimum, requires the following data from the Contractor/Grantee:

- (1) An evaluation of the completion status of the project or activity;
- (2) An estimate of the number of jobs created by the project or activity by job type;
- (3) An estimate of the number of jobs retained by the project or activity by job type;
- (4) Total hours of employees working on the project or activity (subtotal by jobs created and existing jobs);
- (5) Total wages for employees working on the project or activity (subtotal by jobs created and existing jobs);
- (6) For infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with

EXHIBIT C TO P-37 (ARRA PROVISIONS)

funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
(7) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

- (1) The name of the entity receiving the award (must match the name used for establishing the entity's DUNS number and Contractor Central Registry);
- (2) The amount of the award;
- (3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- (4) The location of the entity receiving the award and the primary location of performance under the award, including the city State, congressional district, and county;
- (5) The DUNS number and Central Contractor Registry numbers of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; and
- (6) Any other relevant information specified by the Office of Management and Budget ("OMB"). Currently no further information is being required by OMB.

This contract requires the Contractor/Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to the last day of each month, are due no later than the fifth day of each month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has pre-filled the data elements known to the State:

- (1) The Government contract and order number, as applicable;

EXHIBIT C TO P-37 (ARRA PROVISIONS)

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the state;

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar month;

(4) Program or project title, if any;

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure;

(6) An assessment of the contractor's/grantee's progress towards the completion of the overall purpose and expected outcomes or results of the contract/grant (i.e., not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract/grant (or portion thereof) funded by the Recovery Act;

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar month and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide;

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created by job type and a separate estimate of the number of jobs retained by job type, by the contractor/grantee and separately by any subcontractor(s)/subgrantee(s), in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded. This requirement applies only if:

(i) In the Contractor's/Grantee's preceding fiscal year, the Contractor/Grantee received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

EXHIBIT C TO P-37 (ARRA PROVISIONS)

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts/subgrants valued at less than \$25,000 or any subcontracts/subgrants awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts/subgrants awarded in the month and their aggregate total dollar amount.

(10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the monthly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the award and for the subcontractor's/subgrantee's parent company, if the subcontractor/subgrantee has a parent company;

(ii) Name of the subcontractor/subgrantee;

(iii) Amount of the subcontract/subgrant award;

(iv) Date of the subcontract/subgrant award;

(v) The applicable North American Industry Classification System (NAICS) code;

(vi) Funding agency;

(vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;

(viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);

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(ix) Subcontractor's/subgrantee's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(x) Subcontract/subgrant primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable;

(xi) If the Contractor/Grantee meets the criteria set forth below, the names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded. This requirement applies only if;

(A) In the subcontractor's/subgrantee's preceding fiscal year, the subcontractor/subgrantee received:

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

(11) The contractor/grantee shall require the subcontractor/sub-grantee to register with the federal government Central Contractor Registration (CCR) database at www.ccr.gov.

Inspection:

The Contractor/Grantee agrees that the Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of the State of New Hampshire shall have access to and the right to:

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- (1) Examine any of the Contractor's/Grantee's or any subcontractor's/subgrantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/subgrant hereunder; and
- (2) Interview any officer or employee regarding such transactions. The Contractor/Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

ARRA Section 1553 establishes whistleblower protections that apply to the contractor/grantee, and any sub-contractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at <http://www.nh.gov/recovery/>.

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C. 1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

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6. The Contractor/Grantee agrees to comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, cooperative agreements, loans, and other forms of Federal assistance, and all State and federal anti-discrimination statutes including but not limited to: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; the Age Discrimination Act of 1975 as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; Executive Order 11246; any other nondiscrimination provisions in ARRA, and any program-specific statutes with anti-discrimination requirements; as well as generally applicable civil rights laws including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; the Americans With Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, relating to employment rights and preventing employment discrimination; the Equal Educational Opportunities Act, 20 U.S.C. § 1703, prohibiting denial of an equal educational opportunity to an individual on account of his or her race, color, sex, or national origin; the Age Discrimination in Employment Act, 29 U.S.C. § 634, prohibiting age discrimination against persons 40 years of age or older; the Uniform Relocation Act, 42 U.S.C.A. § 4601 *et seq.*, establishing uniform policies to compensate people displaced from their homes or businesses by state and local government programs; and New Hampshire Revised Statutes Annotated Chapter 354-A, prohibiting certain discrimination in employment, in places of public accommodation and in housing accommodations.

7. The Contractor/Grantee agrees to comply with 40 U.S.C. §§ 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. §§ 51-58, Anti-Kickback Act of 1986; 41 U.S.C. § 265 and 10 U.S.C. § 2409 relating to whistleblower protections; the Hatch Act, 5 U.S.C. §§1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds; and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§401 *et seq.*), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

8. The Contractor/Grantee agrees to comply with 31 U.S.C. § 1352, relating to limitations on the use of appropriated funds to influence certain Federal contracts and New Hampshire Revised Statute Annotated 15:5 which prohibits to use of funds appropriated or granted by the State for lobbying or electioneering.

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Limitations on the use of federal Grant or Contract Funds for Lobbying:

- a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.
- b. Federal-aid contractors, consultants, and grant recipients as well as lower tier subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.
- c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding \$100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at <http://www.nh.gov/recovery/library/index.htm>.
 1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.
 2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/subgrantee's certification on file, etc.)
 3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

9. The Contractor/Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et. seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

10. The Contractor/Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Health and Human Services Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a

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false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

The Contractor/Grantee, and any subcontractor/subgrantee agree to maintain at each worksite and location of work funded by this Agreement a poster describing how to report fraud, waste, or abuse of ARRA funds. A model poster for this purpose, which also incorporates the whistleblower notice requirements, is available at <http://www.nh.gov/recovery/>.

11 Any funding provided to the Contractor/Grantee pursuant to the Recovery Act that is supplemental to an existing grant is one-time funding.

12. The Recovery Act funds are not eligible for costs incurred prior to the date of obligation.

13. The Contractor/Grantee agrees that in compliance with ARRA section 1604 none of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

14. The Contractor/Grantee agrees to establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

To maximize the transparency and accountability of funds authorized under ARRA as required by Congress and in accordance with 2 CFR 215, subpart ___. 21 "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provisions, the Contractor/Grantee agree to maintain records that identify adequately the source and application of Recovery Act funds.

For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-

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awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

15. Debarment. The Contractor/Grantee by signing this Agreement certifies that the Contractor/Grantee, including all principals, is not currently under debarment or suspension and has not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor/Grantee agrees to notify the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.

16. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

17. The Contractor/Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.

18. The Contractor/Grantee agrees to post any job openings resulting from this contract/grant on the Department of Employment Security NHWorks Job Match System, available at <https://nhworksjobmatch.nhes.nh.gov/>.

19. The Contractor/Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor/Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

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TERMS APPLYING ONLY TO SPECIFIC CONTRACTS/GRANTS

The following Use It or Lose It – Report It or Lose It provision should be used where the State has authority to withdraw funds if the contractor/grantee fails to perform on time or fails to file required reports. Where the State is obligated by federal or State law to provide the funds being awarded or granted, omit this provision. Contracting Officers may exercise discretion and omit the provision where the nature of the goods or services being acquired and the nature of the contractor/grantee makes the provision inappropriate or unnecessary. Questions regarding use or omission of the provision should be discussed with the Assistant Attorney General Assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department.

Use It or Lose It and Report It or Lose It Requirement. This contract/grant is being funded by funds received by the State of New Hampshire pursuant to ARRA. Federal law provides in part that in using funds made available under ARRA for infrastructure investment, recipients shall give preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds for activities that can be initiated not later than 120 days after the date of the enactment of ARRA. Federal guidance also directs that all ARRA funds be put to work in the community promptly. Recipients shall also use grant funds in a manner that maximizes job creation and economic benefit. ARRA imposes enhanced levels of accountability and transparency.

Therefore, prompt and accountable performance of this contract/grant is OF THE ESSENCE. Thus, for all obligations of the contractor/grantee, time is of the essence. In addition to the clauses set forth in the standard form P-37, the State reserves the right to terminate this contract/grant and to award a new contract/grant to a new contractor/grantee for any unearned portion of the contract price if the contractor/grantee fails to perform according to the timeline promised, fails to comply with accountability requirements in this Agreement and ARRA, or fails to file monthly reports on time.

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The following Buy American contract term shall be included in any contract or grant where the ARRA funds being awarded by contract or grant that will or may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work. Contracting Officers and Grant Managers must determine if the project/grant is subject to any other federal "Buy American" or "Buy America" laws. The Contract Manager or Grant Manager shall substitute the federally-mandated contract term for this term where the federal agency providing ARRA funds has provided specific language regarding that federal program's "Buy America" or "Buy American" requirements. To the extent the responsible federal Secretary has waived the application of "Buy American" or "Buy America" requirements for specified iron, steel, or manufactured goods, a list of pertinent waived items should be incorporated into the contract. Consult with the Assistant Attorney General assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department for assistance if needed.

Buy American:

The Contractor/Grantee agrees to comply with the Buy American requirements in Section 1605 of ARRA. Unless this requirement has been waived by a competent federal authority pursuant to 2 CFR 176.140, none of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. When using funds appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the definition of "domestic manufactured construction material" requires manufacture in the United States but does not include a requirement with regard to the origin of the components. Production in the United States of the iron or steel used as construction material requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured construction material. There is no requirement with regard to the origin of components or subcomponents in other manufactured construction material, as long as the manufacture of the construction material occurs in the United States.

As used in this "Buy American" term and condition:

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

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(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

A federal law, commonly known as the "Buy American Act," 41 U.S.C.A. § 10A-10D, exists as a separate and additional legal limitation on the use of ARRA federal funds. The Contractor/Grantee agrees to use only domestic unmanufactured construction material, as required by the Buy American Act.

The Contractor/Grantee acknowledges to and for the benefit of the State of New Hampshire that it understands the goods and services under this Agreement are being funded with monies made available by ARRA and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor/Grantee hereby represents and warrants to and for the benefit of the State that (a) the Contractor/Grantee has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project funded by this agreement will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements has been approved by federal authorities, and (c) the Contractor/Grantee will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the State. Notwithstanding any other provision of the Agreement, any failure to comply with this paragraph by the Contractor/Grantee shall permit the State to recover as damages against the Contractor/Grantee any loss, expense or cost (including without limitation attorney's fees) incurred by the State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State).

The Contractor (or the Grantee with any contract issued pursuant to the grant agrees to require a certification from the Contractor) agrees to certify compliance with a certification in the following form:

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1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the bid solicitation and the provisions of ARRA Section 1605, the Contractor certifies that the bid on which this contract is based reflects the Contractor's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the State of the U.S. production of each component so identified.

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The following Prevailing Wage Provision is applicable to wages for labors and mechanics for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from ARRA funds. Section 1606 of ARRA in effect applies the Davis-Bacon prevailing wage law and related federal laws to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA. If there is any uncertainty regarding the applicability of this term, the Contracting Officer or Grant Manager shall consult with the Assistant Attorney General assigned to his/her department.

This law and the guidance on its implementation issued by OMB contemplate that the government agency will identify the pertinent wage determinations made by the federal department of labor and incorporate them into the contract. Determinations are county specific, and job specific. It may be necessary to obtain wage determinations if one has not been published for jobs to be created by the contract. For further information see: <http://www.gpo.gov/davisbacon/referencemat.html>

Prevailing Wage Requirements:

The Contractor/Grantee agrees to comply with the Wage Rate Requirements in Section 1606 of ARRA. In accordance with 2 C.F.R. §176.190, the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a) is set forth below:

29 CFR §5.5(a):

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a

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week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage determination can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

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Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The NH Department of Health and Human Services shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other State contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor,

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sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NH Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the NH Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services, the contractor, or the Wage and Hour Division of the

EXHIBIT C TO P-37 (ARRA PROVISIONS)

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code or New Hampshire Revised Statutes Annotated Chapter 641.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State of New Hampshire or the federal Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the government agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified

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in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (*write in the name of the government agency*) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference into this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the federal Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

EXHIBIT C TO P-37 (ARRA PROVISIONS)

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and New Hampshire RSA Chapter 641.

(b) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The NH Department of Health and Human Services shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held

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by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State of New Hampshire and the federal Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

EXHIBIT C TO P-37 (ARRA PROVISIONS)

The following term shall be included only for contracts involving the construction, reconstruction, alternation, remodeling, installation, demolition, maintenance, or repair of any public work or building with a total project cost of \$100,000 or more. It is required by RSA 277:5-a for such projects paid for in whole or in part by State funds and is a required contract term where only state managed federal funds will pay for the project.

The Contractor/Grantee agrees to have an Occupational Safety and Health Administration (OSHA) 10-hour construction safety program for their on-site employees that complies with the requirements set forth in RSA 277:5-a.

EXHIBIT C-1
SPECIAL PROVISIONS

1. Providers Obligations: The Provider covenants and agrees that all funds received by the Provider under the Agreement shall be used only as payment to the Provider for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Provider hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department: (Social Service Block Grant).

4. Documentation: In addition to the determination forms required by the Department, the Provider shall maintain a data file on each recipient of Services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Provider shall furnish the Department with all forms and documentation regarding eligibility determinations which the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for Services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for Services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Conditions of Purchase and Payment to Contractor:

Retroactive Payments: Notwithstanding anything to the contrary contained in the Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any Services provided to any individual prior to the Agreement and no payments shall be made for expenses incurred by the Contractor for any Services provided prior to the date on which the individual applies for Services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Agreement, nothing herein contained shall be deemed to obligate or require the Department to purchase Services hereunder at a rate which reimburses the Contractor in excess of the Providers Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

7.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs:

7.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Provider is permitted to determine the eligibility of individuals for Services, the Provider agrees to reimburse the Department for all funds paid by the Department to the Provider for Services provided to any individual who is found by the Department to be ineligible for such Services at any time during the period of retention of records established herein. (Social Services Block Grant).

**Records: Maintenance, Retention, Audit, Disclosure
and Confidentiality:**

8. Maintenance of Records: In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:

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8.1 Fiscal Records: Books, records, documents and other data evidencing and reflecting all Costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received or collected by the Provider during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such Costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2 Statistical Records: Program statistical and enrollment, attendance or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of Services and all invoices submitted to the Department to obtain payment for such services.

8.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Provider shall retain medical records on each patient/recipient of Services. (Social Services Block Grant).

9. Audit and Review: During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

10. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

11. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

12. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the Services and the Agreement shall be confidential and shall not be disclosed by the Provider, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the Services and the Agreement; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased Services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Agreement for any reason whatsoever.

13. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

13.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

13.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Agreement. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward to goals and objectives stated in the Proposal and other information required by the Department.

14. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of Units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate; provided however,

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that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as Costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

15. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the Services or the Agreement shall include the following statement:

15.1 The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Human Services of the Department of Health and Human Services with funds provided in part by the United States Department of Health and Human Services.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing Services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the provider with respect to the operation of the facility or the provision of the Services at such facility. If any governmental license or Permit shall be required for the operation of the said facility or the performance of the said Services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

SPECIAL PROVISIONS - DEFINITIONS

As used in the Agreement, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Provider Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of provider agencies which have contracted with the Department to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Agreement and setting forth the total cost and sources of revenue for each service to be provided under the Agreement.

UNIT: For each Service which the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Agreement.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Agreement, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

PROVIDER MANUAL: Shall mean that document prepared by the Department containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing Department and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Provider guarantees that funds provided under this Agreement will not supplant any existing federal funds available for these services.

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Exhibit C-2
Additional Special Provisions

1) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

2) Retroactive Payments-Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

3) Retroactive Payments-Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

4) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

5) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division for Children, Youth and Families), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

6) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

7) Option for Renewal

The Division for Youth, Children and Families reserves the right to renew this contract for up to an additional four years, subject to the continued availability of funds, satisfactory performance of services and approval of Governor and Executive Council.

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STANDARD EXHIBIT D

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner, NH Department of Health and Human Services, 129 Pleasant Street,
Concord, NH 03301-6505.

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Contractor's Initials 6/2

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS, cont'd**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Rockingham Community Action

From: 1/01/10

To: 06/30/11

Contractor Name

Period Covered by this Certification

Gregory Schneider, Executive Administrator

Name and Title of Authorized Contractor Representative

Contractor Representative Signature

Date

STANDARD EXHIBIT E

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

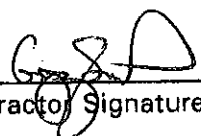
Transitional Aid to Needy Families under Title IV-A
Child Support Enforcement Program under Title IV-D
Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
Medicaid Program under Title XIX
Social Services Block Grant Program under Title XX
The Food Stamp Program under Title VII

Contract Period: 1/01/10 through 06/30/11

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature

Executive Administrator

Contractor's Representative Title

Gregory Schneider

Contractor Name

10/17/09
Date

Contractor's Initials 

NH Department of Health and Human Services

STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

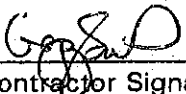
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


Contractor Signature

Executive Administrator
Contractor's Representative Title

Gregory Schneider

Contractor Name

10/7/09
Date

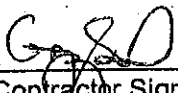
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


Contractor Signature

Executive Administrator

Contractor's Representative Title

Gregory Schneider

Contractor Name

10/7/09

Date

NH Department of Health and Human Services

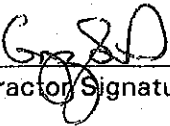
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Contractor Signature

Executive Administrator

Contractor's Representative Title

Gregory Schneider

Contractor Name

10/7/09

Date

NH Department of Health and Human Services

STANDARD EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2)

Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3)

Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long

as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

GP
10/1/05

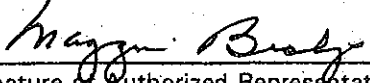
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

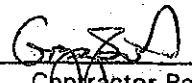
Division for Children, Youth and Families

Rockingham Community Action

State of New Hampshire Agency Name

Contractor Name


Signature of Authorized Representative


Contractor Representative
Signature

Maggie Bishop

Gregory Schneider

Authorized DHHS Representative Name

Authorized Contractor
Representative Name

Director

Executive Administrator

Authorized DHHS Representative Title

Authorized Contractor
Representative Title


Date


Date

CERTIFICATE OF VOTE

(Corporation with Seal)

I, **Jennifer O'Neil, Secretary of Rockingham Community Action**, do hereby certify that:

1. I am the duly elected and acting **Secretary of Rockingham Community Action**; a **New Hampshire** corporation (the "Corporation");
2. I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;
3. I am duly authorized to issue certificates;
4. The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 3rd day of November, 2008, which meeting was duly held in accordance with New Hampshire law and the by-laws of the Corporation:

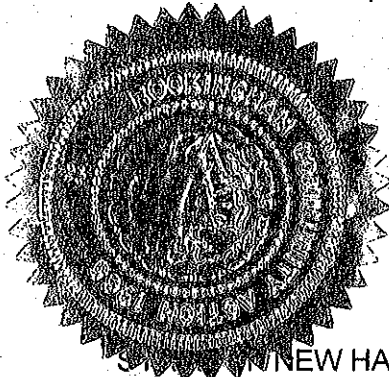
RESOLVED: That this corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain Child Care Resource and Referral services, and that the Chairperson and the Executive Administrator (or either of them acting singly) be and hereby are authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (either of them) may deem necessary, desirable or appropriate to accomplish the same;.

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

Thomas Meissner	Chair, Board of Directors
Gregory Schneider	Executive Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 7th day of Oct., 2009.



STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Jennifer O'Neil
Jennifer O'Neil

On this the 7th day of Oct., 2009, before me, Theresa Golter, the undersigned officer, personally appeared Jennifer O'Neil, who acknowledged her/himself to be the Secretary, of Rockingham Community Action, a corporation, and that she/he, as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as: Jennifer O'Neil.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

THERESA GOLTER
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Aug. 3, 2010

Theresa Golter
Notary Public/Justice of the Peace.

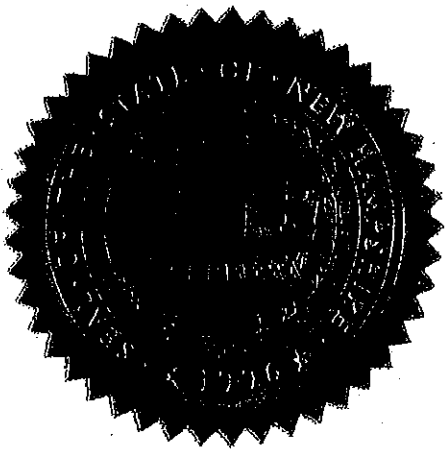
My Commission expires: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROCKINGHAM COMMUNITY ACTION is a New Hampshire nonprofit corporation formed June 10, 1965. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of September, A.D. 2009

A handwritten signature in cursive script, appearing to read "Wm M Gardner".

William M. Gardner
Secretary of State

Client#: 1

CKI2

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/04/09

PRODUCER

Davis Towle Morrill & Everett
115 Airport Road
P O Box 1260
Concord, NH 03302-1260

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Rockingham Community Action
7 Junkins Ave
Portsmouth, NH 03801

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Hanover Insurance

INSURER B: MEMIC Indemnity Company

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ZHV5201874	03/01/09	03/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ABV5004753	03/01/09	03/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	UHV5201871	03/01/09	03/01/10	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	3102801158	05/01/09	05/01/10	WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **

Included states ~ NH


CERTIFICATE HOLDER

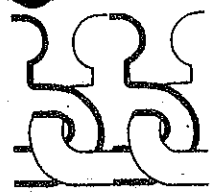
State of New Hampshire
Dept. of Health & Human Services
Division for Children, Youth, &
Families Attn: Patrick McGowan
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





ROCKINGHAM Community ACTION

Turning hardship into hope

MAIN OFFICE
431-2911

CHILD CARE SERVICES

Salem: 893-8446
1-800-310-8333
Dover: 516-1191
1-800-913-1912

FUEL ASSISTANCE

Portsmouth: 436-3896
1-800-639-3896
Salem: 898-8435

HEAD START

Main Office
431-2911
Centers
Derry: 432-2715
Epping: 679-2892
Hampton: 929-4739
Newmarket: 659-4927
Portsmouth: 422-8231
Raymond: 895-9223
Salem: 893-4470

HOMELESS OUTREACH

431-2911

HOUSING & ENERGY

895-3858

LITERACY SERVICES

Exeter: 778-4770
Portsmouth Adult Ed:
427-6869

OUTREACH CENTERS

Seacoast: 474-3507
Portsmouth Clients:
427-2520
Raymond: 895-2303
Salem: 893-9172

WOMEN, INFANTS & CHILDREN (WIC)

Exeter: 778-1834
1-800-256-9880

WORKFORCE DEVELOPMENT

Main Office: 431-2911

One-Stop Centers

Portsmouth: 436-3702
Salem: 893-9185

Mission Statement

Rockingham Community Action's mission is to alleviate and prevent poverty, and to promote self-reliance.

Service Statement

We accomplish our mission by providing people with the tools and resources to help them overcome economic hardship, through advocacy and the effective delivery of comprehensive services, and in collaboration with individuals, families, and other community partners.

Values Statement

Rockingham Community Action Believes that:

- Poverty can happen to anyone and poverty damages everyone;
- Solutions to poverty are everyone's responsibility;
- People's basic needs must be met in order to move toward self-sufficiency;
- All people should be treated with dignity and respect;
- If given opportunities, information, and education, most people will strive toward economic independence and self-reliance.

*Rockingham Community Action
Helping people. Changing lives.*

**Rockingham Community Action, Inc.
and Related Entity**

Portsmouth, New Hampshire

Consolidated Financial Statements and
Additional Information
Year Ended June 30, 2008

Rockingham Community Action, Inc. and Related Entity

Consolidated Financial Statements and Additional Information Year Ended June 30, 2008

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Independent Auditor's Report

Board of Directors
Rockingham Community Action, Inc. and Related Entity
Portsmouth, New Hampshire


We have audited the accompanying consolidated statement of financial position of Rockingham Community Action, Inc. and Related Entity as of June 30, 2008, and the related consolidated statements of activities and cash flows for the year then ended. These consolidated financial statements are the responsibility of Rockingham Community Action, Inc. and Related Entity's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Rockingham Community Action, Inc. and Related Entity as of June 30, 2008, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2009, on our consideration of the Rockingham Community Action, Inc. and Related Entity's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The accompanying schedule of program activity, Schedule A-1 through A-9, and schedule of expenditures of federal awards, Schedule B-1 through B-3, which includes the requirements of U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, are presented for the purpose of additional analysis and are not a required part of the basic consolidated financial statements. The information in these schedules has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated in all material respects, in relation to the basic consolidated financial statements taken as a whole.


Wipfli LLP

March 25, 2009
Madison, Wisconsin

Rockingham Community Action, Inc. and Related Entity

Consolidated Statement of Financial Position

June 30, 2008

Assets

Current assets:

Cash	\$ 575,186
Grants receivable	684,691
Prepaid expenses and other assets	57,999
Total current assets	1,317,876

Other assets:

Investment in limited partnership	137,600
Loans receivable - Housing	47,450
Total other assets	185,050

Property and equipment, net	471,976
-----------------------------	---------

TOTAL ASSETS	\$ 1,974,902
---------------------	---------------------

Liabilities and Net Assets

Current liabilities:

Line of credit	\$ 250,000
Accounts payable	358,915
Accrued expenses	416,305
Grant funds received in advance	311,367
Total current liabilities	1,336,587

Net assets:

Unrestricted	191,815
Temporarily restricted	446,500
Total net assets	638,315

TOTAL LIABILITIES AND NET ASSETS	\$ 1,974,902
-----------------------------------------	---------------------

Rockingham Community Action, Inc. and Related Entity

Consolidated Statement of Activities

Year Ended June 30, 2008

	Unrestricted	Temporarily Restricted	Total
Revenue:			
Grant revenue	\$ 7,641,689	\$ 69,910	\$ 7,711,599
Program contributions	103,663	88,467	192,130
Rental income	41,894	0	41,894
Interest income	657	0	657
Fees for service	66,643	0	66,643
Other income	157,838	0	157,838
In-kind contributions	496,895	0	496,895
Net assets released from restriction through satisfaction of program restrictions	105,636	(105,636)	0
Total revenue	8,614,915	52,741	8,667,656
Program expenses:			
Child education	2,177,215	0	2,177,215
Energy assistance	3,267,214	0	3,267,214
Community services	1,604,436	0	1,604,436
Weatherization	293,198	0	293,198
Food programs	752,647	0	752,647
Housing	380,172	0	380,172
Total program expenses	8,474,882	0	8,474,882
Support services:			
Management and general	393,440	0	393,440
Fund-raising	95,878	0	95,878
Total support services	489,318	0	489,318
Total expenses	8,964,200	0	8,964,200
Change in net assets	(349,285)	52,741	(296,544)
Net assets - June 30, 2007	541,100	393,759	934,859
Net assets - June 30, 2008	\$ 191,815	\$ 446,500	\$ 638,315

Rockingham Community Action, Inc. and Related Entity

Consolidated Statement of Cash Flows

Year Ended June 30, 2008

Increase (decrease) in cash:

Cash flows from operating activities:

Change in net assets	(\$ 296,544)
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Adjustments to reconcile change in net assets to net cash provided by operating activities:

Depreciation	51,283
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Changes in operating assets and liabilities:

Grants receivable	37,063
-------------------	--------

Prepaid expenses and other assets	142
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Accounts payable	73,482
------------------	--------

Accrued expenses	181,388
------------------	---------

Grant funds received in advance	61,481
---------------------------------	--------

Net cash provided by operating activities	108,295
-------------------------------------------	---------

Cash flows from investing activities:

Capital expenditures	(36,331)
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Collections on loans receivable	160
---------------------------------	-----

Issuance of loans receivable	(47,610)
------------------------------	-----------

Net cash used in investing activities	(83,781)
---------------------------------------	-----------

Cash flows from financing activities:

Advance on line of credit	250,000
---------------------------	---------

Principal payment on note payable	(3,306)
-----------------------------------	----------

Net cash provided by financing activities	246,694
-------------------------------------------	---------

Change in cash	271,208
----------------	---------

Cash - June 30, 2007	303,978
----------------------	---------

Cash - June 30, 2008	\$ 575,186
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Supplemental schedule of operating activities:

Interest paid and expensed	\$ 7,413
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Rockingham Community Action, Inc. and Related Entity

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies

Nature of Operations

Rockingham Community Action, Inc. (RCA) is a New Hampshire not-for-profit organization whose mission is to prevent, reduce, and work towards the elimination of poverty. RCA does this by offering people a variety of services that meet their immediate needs; providing them with the tools and resources to help them overcome economic hardship; and empowering them to address the root causes of poverty. RCA received approximately 36% and 17% of revenue for the Low-Income Housing Energy Assistance program and the Federal Head Start program, respectively.

Rockingham Community Housing, Inc. (RCH) is a New Hampshire C corporation, which is wholly owned by RCA. The purpose of RCH is to acquire, develop, operate, and manage certain real property located in Epping, New Hampshire. RCH has a .01% general partnership interest in a limited partnership.

Basis of Presentation

The consolidated financial statements are prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States.

Basis of Consolidation

The accompanying consolidated financial statements present the consolidated financial position and changes in net assets and cash flows of RCA and RCH (the "Organization"). All significant inter-company accounts and transactions have been eliminated.

Classification of Net Assets

Net assets and revenue, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted Net Assets - Net assets that are not subject to donor-imposed stipulations or where donor-imposed stipulations are met in the year of the contribution.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that may or may not be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are transferred to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes. Currently, the Organization does not have any permanently restricted net assets.

Rockingham Community Action, Inc. and Related Entity

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Revenue Recognition

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and nature of any donor restrictions. When a restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statement of activities as released from restrictions. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized.

Conditional promises to give are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant award.

A. Grant Awards that are Contributions

Grants that qualify as contributions are recorded as invoiced to the funding sources. Revenue is recognized in the accounting period when the related allowable expenses are incurred. Amounts received in excess of expenses are reflected as grant funds received in advance.

B. Grant Awards that are Exchange Transactions

Exchange transactions reimburse based on a predetermined rate for services performed. The revenue is recognized in the period the service is performed.

Loans Receivable - Housing

RCA operates a revolving loan program funded by the State of New Hampshire. RCA receives funds to loan to eligible individuals for security deposits, first month rent and other housing assistance. Loans are to be repaid over a time period determined by the grant. Any funds repaid must be used in accordance with the original grant agreement. The loans are non-interest bearing. RCA analyzes the receivables and records an allowance for doubtful accounts based on prior collection, experience, and specific customer attributes. When all collection efforts have been exhausted, RCA writes off receivables against the loan receivable account. No allowance for doubtful accounts have been recorded at June 30, 2008.

Rockingham Community Action, Inc. and Related Entity

Notes to Consolidated Financial Statements

Note 1 **Summary of Significant Accounting Policies (Continued)**

Property and Equipment

Property and equipment greater than \$500 are capitalized at cost and depreciated over the estimated useful lives of the assets using the straight-line method.

Property and equipment purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the property and equipment purchased with grant funds. The disposition of property and equipment, as well as the ownership of any proceeds therefrom, is subject to funding source regulations. The net book value of property and equipment purchased with grant funds was \$285,692 at June 30, 2008.

Investments

The investment in the limited partnership discussed in Note 5 is accounted for using the equity method since RCH is not deemed to control the partnership.

Income Taxes

RCA is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. It is also exempt from New Hampshire business enterprise tax.

RCH is a taxable organization. For June 30, 2008, there was no taxable income. Therefore no provision for taxes have been recorded in these consolidated financial statements.

Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

In-Kind Contributions

Donated services are recognized as contributions in accordance with Financial Accounting Standards No. 116 (FAS 116), *Accounting for Contributions Received and Contributions Made*, if the services (1) create or enhance nonfinancial assets or require specialized skills, (2) are performed by people with those skills, and (3) would otherwise be purchased by RCA. The requirements of FAS 116 are different than the in-kind requirements of RCA's grant awards. RCA received contributions of nonprofessional volunteer services during the year with a market value of \$62,078 primarily for its Head Start program.

Rockingham Community Action, Inc. and Related Entity

Notes to Consolidated Financial Statements

Note 1 Summary of Significant Accounting Policies (Continued)

Indirect Cost Rate

To facilitate equitable distribution of common purpose costs benefiting more than one direct cost allocation objective, RCA has negotiated an indirect cost allocation plan with the Department of Health and Human Services (DHHS). The rate is based upon a percentage of total modified allowable direct costs. A provisional rate of 9.10% has been approved until amended by DHHS.

Note 2 Concentration of Credit Risk

The Organization maintains its cash balance at one bank. Accounts at this bank are insured by Federal Deposit Insurance Corporation (FDIC) coverage up to \$100,000. The cash balance in excess of FDIC coverage was \$396,048.

The Emergency Economic Stabilization Act of 2008, passed on October 3, 2008, increased insurance limits per depositor for accounts held at FDIC-insured banks and NCUSIF-insured credit unions from \$100,00 to \$250,000. This is a temporary increase which is effective from October 3, 2008, until December 31, 2009.

Note 3 Grants Receivable

Grants receivable consisted of the following:

Federal	\$	204,297
State and local		433,142
Other		47,252
<u>Total</u>	\$	<u>684,691</u>

Note 4 Property and Equipment

Property and equipment consisted of the following:

Land	\$	30,200
Buildings		189,800
Leasehold improvements		237,972
<u>Equipment and vehicles</u>		<u>226,863</u>
Subtotal		684,835
<u>Accumulated depreciation</u>	(<u>212,859</u>)
<u>Property and equipment, net</u>	\$	<u>471,976</u>

Rockingham Community Action, Inc. and Related Entity

Notes to Consolidated Financial Statements

Note 5 Investment in Limited Partnership

RCH, a wholly owned subsidiary of RCA, has a .01% general partnership interest in a limited partnership, Epping Senior Housing Associated Limited Partnership (ESH). ESH was organized on August 23, 2000, to acquire, rehabilitate, own and operate a 20-unit housing complex in Epping, New Hampshire. The partnership will terminate at the earlier of the occurrence of certain events or December 31, 2040, unless a majority of the partners elect otherwise. This project has qualified and has been allocated low-income housing credits, pursuant to Internal Revenue Service Code Section 42, which regulates the use of the project as to occupant eligibility and unit gross rent among other requirements. RCH's original investment in limited partnerships is \$137,600.

Under the terms of the partnership agreement, RCH, as general partner, has certain guarantees and obligations. Any advances made under this guarantee will be treated as loans repayable without interest. RCH could recover amounts paid under this guarantee by selling the housing complex, subject to the outstanding liabilities of the partnership.

One unrelated organization owns the remaining interest in ESH as a limited partner. Summary information per ESH's audit report as of December 31, 2008, for the year then ended, is as follows:

Assets	\$ 2,035,006
Liabilities	(294,431)
Equity	\$ 1,740,575
Revenue	\$ 159,376
Net loss	(\$ 35,860)
RCH's interest:	
Share of net loss	(\$ 4)
Equity	\$ 137,570

Note 6 Line of Credit

During the year ended June 30, 2008, RCA entered into a revolving line-of-credit agreement with a financial institution. The credit agreement provides a maximum amount of borrowing of \$250,000. Borrowings bear interest at the *Wall Street Journal* prime rate. The interest rate at June 30, 2008 was 5%. The agreement requires monthly payments of interest only with the balance due on demand. The agreement is secured by any and all deposits. There was \$250,000 outstanding on this line of credit at June 30, 2008.

Rockingham Community Action, Inc. and Related Entity

Notes to Consolidated Financial Statements

Note 7 Retirement Plan

RCA participates in a voluntary contributory 403(b) plan for its employees who are 21 years of age and have completed one year of service with the RCA. Employee contributions are at rates determined by the employee and are subject to Internal Revenue Service limitations. RCA matches 50% of employee contributions to the plan, to a maximum of 1% of salaries. Plan contributions are fully vested and non-forfeitable when contributions are made to the plan. Retirement plan contributions totaled \$10,859 for the year ended June 30, 2008.

Note 8 Temporarily Restricted Net Assets

Temporarily restricted net assets at June 30, 2008, consisted of and are restricted in the following programs:

Head Start Transition	\$ 4,629
Step 4 Child Care	11,063
J.D. Brown Facility	4,968
Restricted Literacy	22,475
AED Program	1,122
Head Start	20,591
Outreach Programs	69,910
WIC	37,240
Fuel Assistance	156,917
Weatherization Assistance	69,885
WAP Otto Funds	250
Revolving Loans	47,450
Total	\$ 446,500

Note 9 J. Brown Homestead Property

In 1999, the Town of Raymond, New Hampshire, conveyed land and buildings to RCA for \$1 and a mortgage lien of \$604,418. The buildings contain four apartments limited to low-income seniors, office space for the Outreach operations, space for the Food Pantry operation, and a common meeting room for use by Town of Raymond organizations.

RCA granted the Town of Raymond a lien on the property, such lien to be paid from the proceeds of any sale in the event that RCA sells or otherwise conveys the property within 20 years from the date of the mortgage (1999).

Rockingham Community Action, Inc. and Related Entity

Notes to Consolidated Financial Statements

Note 9 J. Brown Homestead Property (Continued)

The appraised value of the land and buildings at the time of the donation was \$220,000. RCA has determined that selling the property at a price in excess of the remaining mortgage of \$453,000 owed to the Town of Raymond is unlikely. Therefore, the contingent mortgage lien liability has not been recorded.

Note 10 Contingencies

RCA receives grant funding from various sources. Under the terms of these agreements, RCA is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, RCA might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not yet been determined.

Note 11 Lease Commitments

RCA has entered into lease commitments for space and equipment. The annual lease/rent expense for the leased facilities and equipment was \$257,838 for the year ended June 30, 2008. These leases expire at various times through September 2018. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms.

The future minimum lease payments on the above leases for the years ending June 30 are as follows:

	\$ 175,063
2009	130,416
2010	81,429
2011	73,950
2012	77,221
2013	307,212
Thereafter	
Total	\$ 845,291

Note 12 Grant Awards

At June 30, 2008, RCA had commitments under various grants of approximately \$463,000. These commitments are not recognized in the accompanying consolidated financial statements as they are conditional awards.

Rockingham Community Action, Inc. and Related Entity

Notes to Consolidated Financial Statements

Note 13

Subsequent Event

On October 6, 2008, the RCA Board of Director's Executive Committee voted to terminate the employment agreement of the Executive Director.

On October 20, 2008, the RCA Board of Directors voted to enter into a management operating agreement with Southern New Hampshire Services, Inc. (SNHS) for the period October 20, 2009, through June 30, 2011. Under the terms of the agreement, SNHS immediately assumed all management responsibilities of the Organization. SNHS, in their management role, report directly to the RCA Board of Directors. Either party may cancel the agreement with not less than 60 days written notice.

Additional Information

Rockingham Community Action, Inc. and Related Entity

Schedule A-1 Schedule of Program Activity Year Ended June 30, 2008

FEDERAL PROGRAMS							
Department of Agriculture							
	10.557 Women, Infants, and Children #210139 (1)	10.565 Commodity Supplemental Food Program (2)	Child and Adult Care Food Program (3)	10.558 HeadStart/ USDA CACFP Food Program (4)	14.235 Homeless Outreach Intervention Prevention Program #NH01BS00009 (5)	Dept. of HUD 14.239 HOME Investment Partnership Program (6)	Dept. of Labor 17.258 WIA Adult Program (7)
Total	\$ 7,711,599	\$ 527,814	\$ 182,067	\$ 78,711	\$ 260,778	\$ 216,881	\$ 56,797
Grant revenue	192,130	0	0	0	0	0	0
Program contributions	41,894	0	0	0	1,759	0	0
Rental income	657	0	0	0	0	0	0
Interest income	66,643	0	0	0	0	0	0
Fees for service	157,838	0	0	0	0	0	0
Other income	0	0	0	0	0	0	0
Transfers	496,895	0	0	0	4,528	0	0
In-kind contributions	8,667,656	0	0	0	0	0	0
Total Revenue	527,814	2,549	182,067	78,711	43,880	216,881	56,797
EXPENSES							
Personnel	3,766,092	402,688	42,197	0	42,197	46,427	50,704
Consultants and contract labor	494,565	1,760	0	0	0	0	0
Consumable supplies	61,679	11,493	133	2,566	2,699	261,007	22
Meetings/events/trainings/workshops	40,495	112	282	690	972	155	0
Communication/copying/postage	105,941	12,366	1,642	109	1,751	16	336
Space and utilities	341,001	33,863	2,340	90	2,430	205	0
Equipment lease/rental/computer expense	27,160	7,938	256	1,312	1,568	45	0
Repairs/maintenance	17,614	350	0	0	0	0	0
Travel/transportation	109,236	8,403	3,663	37	3,700	2,482	200
Other/program support	235,998	1,505	591	0	591	378	0
Weatherization materials/fuel & client assistance	3,267,524	5,775	143,291	64,951	208,242	4,892	1,662
Indirect costs	0	45,191	4,852	9,728	14,580	5,064	3,873
In-kind expenses	496,895	0	0	0	0	0	0
CSBG allocation	0	3,630	17,180	772	17,952	17,769	0
Total Expenses	8,964,200	527,814	182,067	78,711	260,778	50,810	56,797
Change in Net Assets	(296,544)	0	0	0	0	0	0
NET ASSETS - JUNE 30, 2007	934,859	0	0	0	0	0	0
NET ASSETS - JUNE 30, 2008	\$ 638,315	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Ended June 30, 2008

15

ule A-3
ule of Program Activity
ided June 30, 2008

ent Auditor's Report

Rockingham Community Action, Inc. and Related Entity

Module A-4

Module of Program Activity

ir Ended June 30, 2008

	FEDERAL PROGRAMS					STATE AND LOCAL PROGRAMS				
	Department of Health and Human Services (DHHS)									
	93,570	93,575	93,600	97,024						
ENUE	CSBG Discretionary Grant (22)	Child Care & Development Block Grant (23)	Head Start Grant 01CH0241/16 (24)	Emergency Food and Shelter Program (25)	Total Federal Programs	Head Start Transition Program (26)	State Head Start Program Salaries 2007-08 (27)	CSFP Gen Support Program (28)	Housing Security Guarantee Program (29)	
revenue	\$ 25,485	\$ 231,018	\$ 1,442,318	\$ 1,001	\$ 7,000,145	\$ 2,250	\$ 41,185	\$ 0	\$ 0	0
am contributions	0	0	0	0	1,759	0	0	0	0	263
l income	0	0	0	0	0	0	0	0	0	0
st income	0	0	0	0	0	0	0	0	0	0
or service	0	0	0	0	0	0	0	0	0	14,640
income	0	252	135	0	1,909	0	0	0	0	0
fers	0	21,118	3,327	0	22,702	0	0	0	0	0
d contributions	0	0	558,973	0	558,973	0	0	0	0	0
Revenue	25,485	252,388	1,998,099	1,001	7,585,488	2,250	41,185	0	0	14,903
ENSES										
nnel	5,451	155,000	1,072,534	0	2,569,059	0	41,185	11,573	9,917	0
itants and contract labor	0	600	12,327	0	374,941	0	0	0	0	0
nable supplies	642	3,268	19,089	0	46,842	911	0	60	0	0
ings/events/trainings/workshops	0	6,242	7,648	0	26,491	125	0	0	0	0
munication/copying/postage	144	9,526	16,548	0	64,376	91	0	2	0	0
: and utilities	860	16,680	118,251	0	224,915	0	0	0	0	0
ment lease/rental/computer expense	2,500	4,527	22,399	0	44,143	0	0	0	0	0
irs/maintenance	0	0	7,522	0	10,107	0	0	0	0	0
l/transportation	77	7,538	21,718	0	75,781	0	0	752	0	0
/program support	0	3,240	22,597	0	49,376	0	0	50	0	0
herization materials/fuel & client assistance	45	25,510	2,503	1,030	3,084,748	0	0	70	4,049	0
et costs	914	20,257	123,429	29	313,105	0	0	1,180	937	0
id expenses	0	0	558,973	0	558,973	0	0	0	0	0
3 allocation	18,587	0	7,439	0	146,366	0	0	(13,687)	0	0
l Expenses	29,220	252,388	1,998,099	1,001	7,589,223	1,127	41,185	0	14,903	0
ge in Net Assets	(3,735)	0	0	0	(3,735)	1,123	0	0	0	0
ASSETS - JUNE 30, 2007	3,735	0	0	0	3,735	3,506	0	0	0	0
ASSETS - JUNE 30, 2008	0	0	0	0	0	4,629	0	0	0	0

Rockingham Community Action, Inc. and Related Entity

Module A-5

Schedule of Program Activity

Ended June 30, 2008

STATE AND LOCAL PROGRAMS

	Emergency Shelter Grant (30)	Step 4 Child Care Services Rockingham Program (31)	Step 4 Child Care Services Strafford Program (32)	Whispering Pines ESH-NHHFA (33)	JD Brown Facility (34)	General Literacy Program (35)	Restricted Literacy Programs (36)	Restricted Literacy RIF Programs (37)	General AED Program (38)
JUNE									
Revenue	\$ 53,664	\$ 7,425	\$ 1,925	\$ 0	\$ 0	\$ 0	\$ 665	\$ 0	\$ 0
Contributions	100	0	0	0	0	0	3,100	2,462	0
Income	0	0	0	0	41,894	0	0	0	0
Service	0	0	0	0	0	0	0	0	0
Expense	0	0	0	0	0	0	0	0	0
Net	8,194	0	0	0	7,744	0	0	1,097	0
Contributions	0	0	0	144	(144)	0	0	0	0
Revenue	61,958	7,425	1,925	144	49,494	0	3,765	3,559	0
JULY									
Revenue	31,721	1,434	1,217	77	6,709	60,189	0	0	14,709
Contributions	0	0	0	0	800	0	0	0	0
Income	0	417	594	0	387	356	0	14	18
Service	0	60	0	0	0	50	0	0	0
Expense	0	48	0	0	891	1,233	7	0	397
Net	0	0	0	50	42,612	2,512	0	0	2,192
Contributions	0	3,127	0	0	0	0	0	0	67
Revenue	473	0	33	8	483	67	0	0	0
Income	0	0	0	0	23	2,800	0	0	990
Service	0	0	0	0	3,096	371	0	0	470
Expense	26,681	85	0	0	0	363	3,333	(1,148)	27
Net	3,083	134	336	9	5,204	6,409	1	(166)	1,793
Contributions	0	0	0	0	0	(74,350)	0	0	0
Revenue	61,958	5,305	2,180	144	60,205	0	3,341	(1,300)	(20,663)
Net Assets	0	2,120	(255)	0	(10,711)	0	424	4,859	0
SETS - JUNE 30, 2007	0	8,943	255	0	15,679	0	9,170	8,022	1,122
SSETS - JUNE 30, 2008	\$ 0	\$ 11,063	\$ 0	\$ 0	\$ 4,968	\$ 0	\$ 9,594	\$ 12,881	\$ 1,122

Rockingham Community Action, Inc. and Related Entity

Module A-6

Schedule of Program Activity

For the Period Ended June 30, 2008

STATE AND LOCAL PROGRAMS

	AED Restricted Program (39)	Compass Youth Program (40)	Head Start Contributions (41)	Compass Youth Heritage United Way (42)	Compass Youth Greater Seacoast United Way (43)	SeaCare Activity (44)	Rockingham Community Collaborative Resource Network (RCCRN) (45)	Head Start Parent Funds (46)	Outreach Operations (47)
Revenue	\$ 1,000	\$ 3,216	\$ 0	\$ 11,186	\$ 0	\$ 0	\$ 0	\$ 0	\$ 296,811
Program contributions	600	30	0	0	0	0	36,586	0	510
Net income	0	0	0	0	0	0	0	0	0
Net income for service	0	0	1	0	0	0	0	0	0
Net income for service	0	0	0	0	0	2,107	0	0	0
Net income for service	0	0	0	0	0	0	0	0	0
Net income for service	0	0	0	0	0	0	0	0	0
Net income for service	2,968	5,501	0	24,955	277	(61)	25,398	8,234	41,533
Net income for service	0	0	0	0	0	0	0	0	0
Net income for service	4,568	8,747	1	36,141	277	2,046	61,984	17,141	338,854
ENSES	0	20,386	69,847	32,906	188	0	49,071	0	263,068
Personnel	0	0	0	0	0	0	0	499	376
Salaries and contract labor	0	0	50	0	0	0	325	0	2,572
Travelable supplies	0	238	301	0	0	0	592	0	1,654
Trainings/events/workshops	0	0	15	0	0	777	488	10	6,966
Communication/copying/postage	3	606	1,988	21	0	1,092	0	0	19,983
Telephone and utilities	0	1,880	0	0	0	0	0	0	2,255
Equipment lease/rental/computer expense	0	0	0	0	0	0	0	1,620	1,362
Repairs/maintenance	0	67	0	0	0	0	1,530	0	9,126
Travel/transportation	0	1,076	0	0	0	0	4,600	0	2,115
Program support	0	270	1,357	82	65	0	0	15,641	0
Authorization materials/fuel & client assistance	4,565	228	106	0	0	0	5,378	124	29,377
Direct costs	0	2,330	155	3,132	24	177	0	0	0
Indirect expenses	0	0	0	0	0	0	0	0	0
Program allocation	0	(18,334)	0	0	0	0	(753)	0	0
Net Expenses	4,568	8,747	73,217	36,141	277	2,046	61,984	17,141	338,854
Change in Net Assets	0	0	(73,216)	0	0	0	0	0	0
NET ASSETS - JUNE 30, 2007	0	0	93,807	0	0	0	0	0	0
NET ASSETS - JUNE 30, 2008	0	0	20,591	0	0	0	0	0	0

Birmingham Community Action, Inc. and Related Entity

Module A-7

Module of Program Activity

ended June 30, 2008

STATE AND LOCAL PROGRAMS									
	Outreach Crisis Services (48)	Outreach Emergency Food Pantry (49)	Outreach Holiday Network Program (50)	Emergency Response Systems (ERS) Program (51)	Homeless Housing and Access Revolving Loan Fund (HHARLF) (52)	Outreach/ Disaster/ Flood Relief Program (53)	WIC Contributions (54)	WIC FSP General Support (55)	WIC Share our Strength (56)
Due	\$ 2,618	\$ 1,668	\$ 0	\$ 0	\$ 0	\$ 95,204	\$ 0	\$ 0	\$ 25,616
distributions	14,889	9,571	7,471	0	0	0	0	3,929	0
rent	0	0	0	0	0	0	0	0	0
miscellaneous	0	0	0	0	0	0	0	0	0
office	0	0	0	2,223	47,833	0	0	0	0
electric	0	0	0	0	0	0	179	0	0
other	574	0	0	0	2,470	3,940	274	0	0
distributions	0	0	0	0	0	0	0	0	0
due	18,081	11,239	7,471	2,223	50,303	99,144	453	3,929	25,616
\$									
and contract labor	115	2,367	0	695	3,839	22,241	0	13	485
supplies	0	0	0	0	0	140	0	0	296
rents/trainings/workshops	0	9	2	0	0	85	11	0	461
union/copying/postage	0	0	0	0	0	0	25	0	116
utilities	0	0	60	0	0	489	0	9	3,033
lease/rental/computer expense	0	30	0	0	0	1,291	0	0	0
insurance	0	525	0	0	0	195	0	0	670
transportation	0	148	0	0	21	108	0	0	0
union support	0	0	0	96	0	633	0	0	237
union materials/fuel & client assistance	17,955	2,893	10,300	711	45,410	71,594	237	0	340
supplies	11	231	6	75	1,033	2,368	178	1,576	111
miscellaneous	0	0	0	0	0	0	24	5	650
station	0	0	0	0	0	0	0	0	0
leases	0	0	0	0	0	0	0	0	0
net Assets	18,081	6,203	10,368	1,577	50,303	99,144	453	1,603	6,399
\$ - JUNE 30, 2007	0	5,036	(2,897)	646	0	0	0	2,326	19,217
TS - JUNE 30, 2008	28,164	18,251	20,710	0	0	0	0	0	15,697
\$	28,164	23,287	17,813	646	0	0	0	2,326	34,914

Blackingham Community Action, Inc. and Related Entity

Module A-8

Schedule of Program Activity

Ended June 30, 2008

STATE AND LOCAL PROGRAMS

	FAP Contributions (57)	FAP Neighbor Helping Neighbor (58)	FAP Electric Assistance Program (EAP) 2006-2007 (59)	FAP Electric Assistance Program (EAP) 2007-2008 (60)	WAP Core Program (61)	WAP PIE Program (62)	WAP Otto Funds (63)	Total State and Local Activities
STATE	\$ 0	\$ 0	\$ 45,291	\$ 124,425	\$ 0	\$ 0	\$ 0	\$ 714,149
Local	77,227	2,060	0	0	0	0	250	159,048
Revenue	0	0	0	0	0	0	0	41,894
Contributions	0	0	0	0	0	0	0	1
Income	0	0	0	0	0	0	0	66,803
Service	0	0	0	0	86,745	25,665	0	129,664
Income	0	0	0	8,383	0	0	0	133,313
Expenses	0	0	0	0	0	0	0	0
Net	77,227	2,060	45,291	132,808	86,745	25,665	250	1,244,872
Net	0	0	34,472	97,799	1,435	4,678	0	782,336
Net	0	0	0	1,635	98,165	0	0	101,911
Net	0	0	1,542	1,749	0	0	0	9,779
Net	0	0	73	175	104	0	0	2,673
Net	2	0	1,338	7,910	8	0	0	24,404
Net	0	0	2,050	6,358	229	0	0	82,267
Net	0	0	11	1,389	602	0	0	8,841
Net	0	0	315	518	27	0	0	4,567
Net	0	0	357	1,385	748	0	0	20,436
Net	20	0	1,103	2,397	4	0	0	16,577
Net	4,236	0	0	0	0	20,543	0	229,507
Net	103	0	4,030	11,493	245	444	0	80,335
Net	0	0	0	0	0	0	0	0
Net	0	0	0	0	0	0	0	127,787
Net	4,361	0	45,291	132,808	101,567	25,665	0	1,235,846
Net	72,866	2,060	0	0	(14,822)	0	250	9,026
Net	79,470	2,521	0	0	69,260	15,447	0	390,024
ASSETS - JUNE 30, 2007	\$ 152,336	\$ 4,581	\$ 0	\$ 0	\$ 54,438	\$ 15,447	\$ 250	\$ 399,050

Kingham Community Action, Inc. and Related Entity

chedule A-9

chedule of Program Activity

ended June 30, 2008

GAAP ADJUSTMENTS

	Revolving Loans (64)	Other (65)	Total GAAP Adjustments	Total Program Activity	Total Corporate Activity (66)
ie tributions	\$ 0	\$ 0	\$ 0	\$ 7,714,294	\$ 2,695
ie	0	0	0	160,807	31,323
me	0	0	0	41,894	0
ice	0	0	0	1	656
:	(160)	0	(160)	66,643	0
	0	0	0	131,573	26,265
ibutions	0	0	0	156,015	(156,015)
ue	0	62,078	(62,078)	496,895	0
	(160)	(62,078)	(62,238)	8,768,122	(190,466)
nd contract labor	0	0	0	3,351,395	414,697
supplies	0	0	0	476,852	17,713
nts/trainings/workshops	0	0	0	56,621	5,058
on/copying/postage	0	0	0	29,164	11,331
ilities	0	0	0	88,780	17,161
ase/rental/computer expense	0	0	0	307,182	33,819
tenance	0	0	0	52,984	(25,824)
oration	0	0	0	14,674	2,940
n support	0	0	0	96,217	13,019
n materials/fuel & client assistance	0	0	0	65,953	170,045
uses	(47,610)	0	(47,610)	3,266,645	879
ion	0	0	0	393,440	(393,440)
es	0	62,078	(62,078)	496,895	0
	(47,610)	(62,078)	(109,688)	18,579	(18,579)
et Assets	47,450	0	47,450	8,715,381	248,819
3 - JUNE 30, 2007	0	0	0	52,741	(349,285)
	0	0	0	393,759	541,100
S - JUNE 30, 2008	\$ 47,450	\$ 0	\$ 47,450	\$ 446,500	\$ 191,815

Rockingham Community Action, Inc. and Related Entity

Schedule B-1

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2008

Federal Grantor/Pass-Through Number/Program Title	CFDA Number	Federal Grantor or Pass-Through Agency	Federal Expenditures
DEPARTMENT OF AGRICULTURE			
(1) Special Supplemental Nutrition Program for Women, Infants, and Children #210139	10.557	New Hampshire Department of Health and Human Services - Division of Public Health Services	\$ 527,814
(2) Commodity Supplemental Food Program #010-090-5260-098-0415	10.565	New Hampshire Department of Health and Human Services - Division of Public Health Services	2,549
(3) Child and Adult Care Food Program	10.558	New Hampshire Department of Education - Bureau of Nutrition Program Services	182,067
(4) Head Start USDA CACFP Food Program #010-002-6400-099-0415		New Hampshire Department of Education - Bureau of Nutrition Program Services	78,711
		Total Federal Expenditures #10.558	260,778
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
(5) Homeless Outreach Intervention Program #NH01B600009	14.235	New Hampshire Division of Behavioral Health	37,593
(6) HOME Investment Partnership Program	14.239	Community Action Program Bellnap-Merrimack Counties	216,881
DEPARTMENT OF LABOR			
(7) WIA - Adult Program	17.258	Southern New Hampshire Services, Inc.	56,797 *
(8) WIA - Dislocated Worker Program	17.260	Southern New Hampshire Services, Inc.	79,254 *
DEPARTMENT OF ENERGY			
(9) Weatherization Assistance for Low-Income Persons	81.042	New Hampshire Office of Energy and Planning	130,188
(10) Weatherization Assistance for Low-Income Persons #010-002-7706-097-0415		New Hampshire Office of Energy and Planning	47,094
(11) Weatherization Assistance - T & TA		New Hampshire Office of Energy and Planning	127
(12) Weatherization Assistance - T & TA #010-002-7704-094-0415		New Hampshire Office of Energy and Planning	3,710
		Total Federal Expenditures #81.042	181,119
DEPARTMENT OF EDUCATION			
(13) Adult Basic Education Program #516-57016	84.002	New Hampshire Department of Education	72,095

* Represents a cluster program.

Rockingham Community Action, Inc. and Related Entity

Schedule B-2

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2008

Federal Grantor/Pass-Through Number/Program Title	CFDA Number	Federal Grantor or Pass-Through Agency	Federal Expenditures
DEPARTMENT OF HEALTH AND HUMAN SERVICES			
(14) Families at Work Program	93.558	Southern New Hampshire Services, Inc.	80,021
(15) New Hampshire Employment Job Specialist		Southern New Hampshire Services, Inc.	50,645
(16) New Hampshire Employment Program		Southern New Hampshire Services, Inc.	129,454
		Total Federal Expenditures #93.558	260,120
(17) Low-Income Home Energy Assistance #190756	93.568	New Hampshire Office of Energy and Planning	56,458
(18) Low-Income Home Energy Assistance #211191		New Hampshire Office of Energy and Planning	3,014,257
(19) LIHEAP - Weatherization #211354		New Hampshire Office of Energy and Planning	55,304
		Total Federal Expenditures #93.568	3,126,019
(20) Community Services Block Grant #970769	93.569	New Hampshire Department of Health and Human Services - Division of Family Assistance	75,011
(21) Community Services Block Grant #211423		New Hampshire Department of Health and Human Services - Division of Family Assistance	404,293
		Total Federal Expenditures #93.569	479,304
(22) CSBG - Discretionary #970769	93.570	New Hampshire Department of Health and Human Services - Division of Family Assistance	25,485
(23) Child Care and Development Block Grant #010-040-5689-093-0285	93.575	New Hampshire Department of Health and Human Services - Division of Children, Youth, and Families	231,018
(24) Head Start Grant #01CH0241/16	93.600	U.S. Department of Health and Human Services	1,442,318

Rockingham Community Action, Inc. and Related Entity

Schedule B-3

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2008

Federal Grantor/Pass-Through Number/Program Title	CFDA Number	Federal Grantor or Pass-Through Agency	Federal Expenditures
DEPARTMENT OF HOMELAND SECURITY			
(25) Emergency Food and Shelter National Board Program #LRO-593600-001	97.024	Greater Seacoast United Way	<u>1,001</u>
TOTAL FEDERAL EXPENDITURES			\$ <u>7,000,145</u>

Note to Schedule of Expenditures of Federal Awards

This schedule includes the federal grant activity of Rockingham Community Action, Inc. and Related Entity and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.



Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Board of Directors
Rockingham Community Action, Inc. and Related Entity
Portsmouth, New Hampshire

We have audited the consolidated financial statements of Rockingham Community Action, Inc. and Related Entity (a nonprofit organization) as of and for the year ended June 30, 2008, and have issued our report thereon dated March 25, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Rockingham Community Action, Inc. and Related Entity's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rockingham Community Action, Inc. and Related Entity's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of Rockingham Community Action, Inc. and Related Entity's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, as described below, we identified certain deficiencies in internal control that we consider to be significant deficiencies and one that we consider to be a material weakness.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects an organization's ability to initiate, authorize, record, process, or report financial data reliably in accordance with accounting principles generally accepted in the United States such that there is more than a remote likelihood that a misstatement of the organization's financial statements that is more than inconsequential will not be prevented or detected by the organization's internal control. We consider the deficiencies described in the accompanying schedule of findings and questioned costs to be significant deficiencies in internal control over financial reporting, financial management, and credit card use identified as items 063008-01, 063008-02, 063008-03 and 063008-04.


A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the organization's internal control. However, we believe the significant deficiency described as 063008-01 above to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rockingham Community Action, Inc. and Related Entity's consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We also noted other matters involving internal control over financial reporting that we have reported to management of Rockingham Community Action, Inc. and Related Entity, in a separate letter dated March 25, 2009.

This report is intended solely for the information and use of management, the Board of Directors, others within Rockingham Community Action, Inc. and Related Entity, federal awarding agencies, and pass-through entities and is not intended to be and should not be issued by anyone other than these specified parties.

A handwritten signature in dark ink, appearing to read "Wipfli LLP", is written over the printed name.

Wipfli LLP

March 25, 2009
Madison, Wisconsin



Independent Auditor's Report on Compliance With Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance With OMB Circular A-133

Board of Directors
Rockingham Community Action, Inc. and Related Entity
Portsmouth, New Hampshire

Compliance

We have audited the compliance of Rockingham Community Action, Inc. and Related Entity (a nonprofit organization) with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2008. Rockingham Community Action, Inc. and Related Entity's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of Rockingham Community Action, Inc. and Related Entity's management. Our responsibility is to express an opinion on Rockingham Community Action, Inc. and Related Entity's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Rockingham Community Action, Inc. and Related Entity's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on Rockingham Community Action, Inc. and Related Entity's compliance with those requirements.

As described in items 063008-05 and 063008-06 in the accompanying schedule of findings and questioned costs, Rockingham Community Action, Inc. and Related Entity did not comply with requirements regarding completing a physical inventory of grant-funded equipment, and not complying with the Davis-Bacon Act that are applicable to its Head Start program. Compliance with such requirements is necessary, in our opinion, for Rockingham Community Action, Inc. and Related Entity to comply with requirements applicable to that program.

In our opinion, except for the noncompliance described in the preceding paragraph, Rockingham Community Action, Inc. and Related Entity complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2008.

Internal Control Over Compliance

The management of Rockingham Community Action, Inc. and Related Entity is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Rockingham Community Action, Inc. and Related Entity's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Rockingham Community Action, Inc. and Related Entity's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be significant deficiencies and one that we consider to be a material weakness.

A control deficiency in an organization's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the organization's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the organization's internal control. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 063008-01 and 063008-04 to be a significant deficiencies in internal control over compliance.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the organization's internal control. Of the significant deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs, we consider the item 063008-01 to be a material weakness in internal control.

This report is intended solely for the information and use of management, the Board of Directors, others within Rockingham Community Action, Inc. and Related Entity, federal awarding agencies, and pass-through entities and is not intended to be and should not be issued by anyone other than these specified parties.



Wipfli LLP

March 25, 2009
Madison, Wisconsin

Rockingham Community Action, Inc. and Related Entity

Schedule of Findings and Questioned Costs

A. Summary of Auditor's Results

1. The auditor's report expresses an unqualified opinion on the consolidated financial statements of Rockingham Community Action, Inc. and Related Entity.
2. Four significant deficiencies relating to the audit of the consolidated financial statements are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*. One of the deficiencies was determined to be a material weaknesses in internal control.
3. There were no instances of noncompliance material to the consolidated financial statements of Rockingham Community Action, Inc. and Related Entity disclosed during the audit.
4. There were two significant deficiencies disclosed during the audit of the major federal award programs and is reported in the Independent Auditor's Report on Compliance With Requirements Applicable to Each Major Program and Internal Control Over Compliance in Accordance With OMB Circular A-133. One of the deficiencies was determined to be a material weaknesses in internal control.
5. The auditor's report on compliance for the major federal award programs for Rockingham Community Action, Inc. and Related Entity expresses a qualified opinion.
6. There were four audit findings relative to the major federal award programs for Rockingham Community Action, Inc. and Related Entity.
7. The programs tested as major programs were the Department of Agriculture, CFDA #10.557, and the Department of Health and Human Services, CFDA #93.568 and #93.600.
8. The threshold for distinguishing Types A and B programs was \$300,000.
9. Rockingham Community Action, Inc. and Related Entity were not determined to be low-risk auditees.

Rockingham Community Action, Inc. and Related Entity

Schedule of Findings and Questioned Costs

B. Findings – Financial Statements Audit

Finding:

FINANCIAL MANAGEMENT (063008-01)

Condition

During the audit, we noted that Rockingham Community Action, Inc. did not maintain and follow internal control policies and review procedures in regards to timely reconciliation of all accounts.

The asset, liability, and net asset accounts were analyzed prior to and during audit fieldwork with adjustments recorded to fairly state these account balances.

Criteria

OMB Circular A-110, 2 CFR, Subpart C, Sec.215.21(b)(3), and Department of Health and Human Services Regulation 45 CFR 74.21(b)(3) require that *...the grant recipient have a financial system that provides for effective control over and accountability for all funds, property, and other assets.*

Effect

Rockingham Community Action, Inc. is not in compliance with OMB Circular A-110, 2 CFR Sec.215.21(b)(3), and Department of Health and Human Services Regulation 45 CFR 74.21(b)(3). Rockingham Community Action, Inc. should have proper controls in place to ensure that all significant balances and accounts are being reconciled on a regular basis and that general ledger transactions are recorded in accordance with accounting principals generally accepted in the United States. As a result of this condition, there is a material weakness in internal control.

Recommendation

We recommend that Rockingham Community Action, Inc. review its internal control policies and review procedures to be sure that all processes put into place are complied with on a regular basis. We also recommend that Rockingham Community Action, Inc. implement procedures to analyze each asset, liability, and net asset account on a monthly basis. In addition, these accounts should be reviewed periodically for reasonableness. Any account with a misstated or unknown balance should be investigated and adjusted immediately.

Rockingham Community Action, Inc. and Related Entity

Schedule of Findings and Questioned Costs

B. Findings – Financial Statements Audit (Continued)

Finding:

POLICIES FOR USE OF CORPORATE CREDIT CARDS (063008-02)

Condition

Rockingham Community Action, Inc. has several corporate credit cards that are used by authorized personnel. While performing the audit we noted several instances in which credit card charges were missing supporting documentation.

Criteria

Credit card charges should have supporting documentation to verify that the expenditures were for allowable costs.

Effect

Rockingham Community Action, Inc. has controls in place to verify and assure that expenditures are for allowable costs. Without supporting documentation, this internal control cannot function as it was designed.

Recommendation

We recommend that Rockingham Community Action, Inc. institute a policy that all credit card purchases require supporting documentation.

Rockingham Community Action, Inc. and Related Entity

Schedule of Findings and Questioned Costs

B. Findings – Financial Statements Audit (Continued)

Finding:

LACK OF MANAGEMENT OVERSIGHT AND SUPPORTING DOCUMENTATION (063008-03)

Condition

During the audit, we noted that there were unauthorized financial transactions that occurred at Rockingham Community Action, Inc. that neither management nor the Board of Directors were aware of. In addition, there were transactions noted in a checking account where checks were made payable to "Cash" and an ATM card was utilized to withdraw funds from parent activity accounts. While none of these transactions directly effects any federal or state grant funds, the possibility exists that improper transactions could occur in federal or state funded programs.

Criteria

OMB Circular A-110, 2 CFR, Subpart C, Sec.215.21(b)(3), and Department of Health and Human Services Regulation 45 CFR 74.21(b)(3) require that *...the grant recipient have a financial system that provides for effective control over and accountability for all funds, property, and other assets.*

Effect

Rockingham Community Action, Inc. is not in compliance with OMB Circular A-110, 2 CFR Sec.215.21(b)(3), and Department of Health and Human Services Regulation 45 CFR 74.21(b)(3). Rockingham Community Action, Inc. should have proper controls in place to ensure that all transactions have proper management and board oversight and all disbursements have proper supporting documentation.

Recommendation

We recommend that Rockingham Community Action, Inc. review its internal control policies and review procedures to be sure that proper internal controls are in place to prevent and detect unauthorized transactions. In addition, policies should be implemented to prohibit checks written to "Cash" and to accessing checking accounts through an ATM.

Rockingham Community Action, Inc. and Related Entity

Schedule of Findings and Questioned Costs

B. Findings – Financial Statements Audit (Continued)

Finding:

PROCUREMENT APPLICATION (063008-04)

Condition

During the year, Rockingham Community Action, Inc. performed leasehold improvements at various Head Start sites and did not follow their documented procurement policies and procedures, as it relates to obtaining bids from vendors. Rockingham Community Action, Inc. was billed in multiple invoices under \$1,000 from the same vendor. The cumulative balances were over \$1,000 per project and bids should have been obtained.

Criteria

OMB Circular A-110, 2 CFR Sec.215.44(a), requires that *...all recipients shall establish written procurement procedure*. For purchases of \$1,000 or more, Rockingham Community Action, Inc.'s written procurement procedures require three written bids.

Effect

Because Rockingham Community Action, Inc. failed to adhere to their own policies and procedures, they are not in compliance with adequate procurement procedures as required by OMB Circular A-110.

Recommendation

We recommend that Rockingham Community Action, Inc.'s management take steps to ensure that procurement procedures are followed as established by their policies. In addition, we recommend that management review the procurement threshold to determine if it is appropriate for the services being contracted.

Rockingham Community Action, Inc. and Related Entity

Schedule of Findings and Questioned Costs

C. Findings and Questioned Costs – Major Federal Award Programs Audit

Questioned Costs: None

Finding:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

1. HEAD START, CFDA #93.600

<u>Grant Number</u>	<u>Grant Period</u>
01CH0241/16	August 1, 2007, to July 31, 2008

The conditions noted in finding numbers 063008-01 and 063008-04 apply to this grant. The condition in 063008-01 represents a material weakness in the internal control. The condition in 063008-04 represents a significant deficiency in the internal control.

2. LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM, CFDA #93.568

<u>Grant Number</u>	<u>Grant Period</u>
190756	October 1, 2006, to September 30, 2007
211191	October 1, 2007, to September 30, 2008
211354	October 1, 2007, to September 30, 2008

The condition noted in finding number 063008-01 applies to these grants. The condition represents a material weakness in the internal control.

3. WOMEN, INFANTS & CHILDREN, CFDA #10.557

<u>Grant Number</u>	<u>Grant Period</u>
210139	July 1, 2006, to June 30, 2008

The condition noted in finding number 063008-01 applies to this grant. The condition represents a material weakness in the internal control.

Rockingham Community Action, Inc. and Related Entity

Schedule of Findings and Questioned Costs

C. Findings and Questioned Costs – Major Federal Award Programs Audit (Continued)

Questioned Costs: None

PROPERTY REGISTER/INVENTORY - DEPARTMENT OF HEALTH AND HUMAN SERVICES, HEAD START, CFDA #93.600, (063008-05)

Grant Number: 01CH0241/15, 01CH0241/16

Grant Period: August 1, 2006, through July 31, 2007, and August 1, 2007, through July 31, 2008

Condition

It was observed that a physical inventory of grant-award purchased property and equipment has not been taken in the past two years and, therefore, not reconciled to Rockingham Community Action, Inc.'s general ledger.

Criteria

OMB Circular A-110, 2 CFR Sec.215.34(f)(3), states that ... *The recipient's property management standards for equipment acquired with Federal funds and federally-owned equipment shall include all of the following...a physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years.*

Effect

Property and equipment owned by federal agencies are not safeguarded and accounted for within the two-year required timeframe.

Recommendation

We recommend that Rockingham Community Action, Inc. implement procedures to complete a physical inventory of property and equipment at least once every two years and controls to be sure that it is reconciled to the general ledger.

Rockingham Community Action, Inc. and Related Entity

Schedule of Findings and Questioned Costs

C. Findings and Questioned Costs – Major Federal Award Programs Audit (Continued)

Questioned Costs: None

Finding:

DAVIS-BACON COMPLIANCE - DEPARTMENT OF HEALTH AND HUMAN SERVICES, HEAD START, CFDA #93.600, (063008-06)

Grant Number: 01CH0241/15 and 01CH0241/16

Grant Period: August 1, 2006, through July 31, 2007, and August 1, 2007, through July 31, 2008

Condition

It was noted that Rockingham Community Action, Inc. did not ensure that contractors performing construction work complied with the requirements of the Davis-Bacon Act. Rockingham Community Action, Inc. paid contractors for construction projects in excess of \$2,000 from federal funds and did not obtain weekly payrolls from those contracts to ensure the laborers were being paid not less than the applicable wage rates for the classification and locality.

Criteria

The Department of Health and Human Services Regulation 29 CFR, Part 5.5(a)(3)(ii), requires *...the contractor shall submit weekly for each week in any contract work is performed a copy of all payrolls...and the payrolls submitted shall be accompanied by a "Statement of Compliance," signed by the contractor, and that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits for the classification of work performed.*

Effect

Because of the failure to ensure compliance with the Davis-Bacon Act, Rockingham Community Action, Inc. is not in compliance with Department of Health and Human Services regulations.

Recommendation

We recommend Rockingham Community Action, Inc. develop procedures to ensure contracts for construction in excess of \$2,000 paid for with federal funds contain the necessary clauses, and that weekly payrolls are being obtained to ensure contractors are complying with the Davis-Bacon Act.

Rockingham Community Action Board of Directors
September 2009

Public Sector

Julie Hoyt
Exp. 12/2009
716 Bennett Way
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Chair, Executive Committee

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Executive Committee (at-large)

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Treasurer/Finance Cmtt Chair
Executive Committee

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Governance Committee Chair

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RCA Rep. to Head Start PC

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Secretary
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Strategic Pl. Committee Chair

Zulay Eliason
44 Weald Road
Portsmouth, NH 03801
247-2019 cell (shared)
553-4677
weliason27@yahoo.com (shared)
Policy Council Rep to RCA

Public Sector 1/3rd

Elected Rockingham County public officials or their representative.

Private Sector 1/3rd

Representatives of community organizations, service providers, educational institutions advocacy groups racial, ethnic or minority groups labor unions, clergy, business and/or other interested entities

Low-Income 1/3rd

Low-income or formerly low-income residents, representative programs or organizations serving low-income residents and/or advocates addressing poverty related issues.

Geographic Apportionment

To the maximum extent possible, with the aim of balancing representation, 1/3rd of the members from each Board sector should live, work, or have a special interest in the needs of the low-income population, in each of the agencies three service areas.

Rockingham Community Action
7 Junkins Avenue
Portsmouth, NH 03801

List of top 5 paid executives:

Name	Position	Annual Salary	Percentage of Salary Paid by This Contract
Ronald Ross	Fiscal Director	\$77,325	0
Gregory Schneider	Executive Administrator	\$69,105	0
Karen Moyer	Program Director	\$63,825	20%
Gerry Santilli	Head Start Director	\$57,069	0
James Chaisson	Senior Accountant	\$56,704	0

Deborah L. Markarian

60 Sawyer Street
Nashua, NH 03060
603-882-9524
VLTN@aol.com

Qualifications

As a Child Care Specialist for Rockingham Community Action Child Care Services, I provide clients with childcare referrals, provide support and resources to providers and caregivers, maintain the NACCRA database, provide outreach to the community through the New Hampshire Employment Program Orientations and the New Hampshire Health and Human Services District Offices and assist in agency trainings and workshops.

As lead teacher for two corporate centers, I took part in the NAEYC accreditation process. I am experienced in all aspects of classroom management and supervision, developmentally appropriate practices and curriculum, NH State Regulations and establishing positive parent communication and relationships. I hold current New Hampshire Director 1 and Lead Teacher 3 Credential as well as a Massachusetts OCCS Lead Teacher certification.

As a Special Education paraprofessional, I have implemented IEP's, provided small group remedial support and worked with Emotionally Handicapped children during summer school. As a classroom paraprofessional, I was a team member in a 1-2 Multi-age classroom and subbed for teachers. I worked closely with the reading teacher and serviced children through Speech to Print, Early Success and Making Words programs. I have hands on experience and knowledge with the *Everyday Math* and *Scott Foresman Reading* Curriculums. As a member of the 21st Century staff, I provided remedial homework sessions as well as enrichment courses that I created, developed and implemented.

My employment in retail, as a small business owner and library aid has provided me with customer service skills and small business management experience.

Education

1998 - 2007	Keene State College BA History	Keene, NH
1988 - 1992	Hesser College Associate in Early Childhood Education <i>Summa cum Laude</i>	Nashua, NH
1979 - 1980	University of New York at Buffalo Certificate of Completion Child Development and Learning	Buffalo, NY

Relevant Experience

1/2/08 - present	RCA Child Care Services <i>Child Care Specialist</i>	Salem, NH
8/06 - 12/07	Nashua Child Learning Center	Nashua, NH

Lead Teacher, Toddlers

3/06 - 6/06	Kindercare <i>Older Toddler Teacher</i>	Merrimack, NH
1993 - 2006	Nashua School District <i>Paraprofessional</i>	Nashua, NH
2000 - 2006	21 st Century After School Program Nashua School District <i>Enrichment and Homework</i>	Nashua, NH
1992 - 1993	Children's World Learning Center <i>Lead Toddler Teacher</i>	Merrimack, NH
1990 - 1992	Bright Horizons Children's Center <i>Lead Toddler Teacher</i>	Nashua, NH

References Available Upon Request

Markarian, Deborah

Amy Allen
94 Lakeshore Dr.
Northwood, NH 03261
(603)568 1658
IrishAmes@aol.com

Objective:

*To obtain a position in which my education, experience, and creativity will be beneficial to children and their families.

Experience:

11/08-present Child Care Services, RCA, Dover, NH

*Community outreach (DO, NHEP, and Workplace Success)

*Client assistance (including but not limited to referrals)

*CACFP responsibilities

4/06-8/08 Lead Teacher, Oz Land ELC, Northwood, NH

*Planning, lesson implementation, and classroom management responsibilities

*Developmental write ups and parent conferences

*Responsible for opening/losing the Center, as well as supply inventory

7/04-9/05 Nursery Room Teacher, Children in Motion, Dover, NH

*Planning, lesson implementation, and classroom management responsibilities

5/03-9/03 Personal Care Assistant, Community Bridges, Bow, NH

*Responsible for personal care, educational, and therapeutic assistance to a child with Cerebral Palsy

6/00-5/03 Preschool Director, SAU 61, Farmington, NH

*Responsible for evaluation, case management, curriculum, instruction, paraprofessional supervision, and classroom management for the Farmington Preschool Program

8/99-6/00 Case Manager, SAU 61, Farmington, NH

*Responsible for evaluation, case management, and direct services to Kindergarten students

Education:

9/94-5/98 BS Special Education, St. Joseph College, West Hartford, CT

*Dual certification Special education and Elementary education

*Coursework in child development and Early Childhood Education

Professional Development:

*Various workshops on topics including Sign Language, classroom management, curriculum, and instruction

References Available Upon Request

KAREN KELLIHER MOYER
51 WESTSIDE DRIVE
EXETER, NH 03833

EDUCATION

Bachelor of Arts Degree in Social Work 1980
Minor: Home Economics and Early Childhood Education
University of New Hampshire, Durham, New Hampshire

**EMPLOYMENT
HISTORY**

Rockingham Community Action 1980-present

Director of Community Health & Nutrition, Child Care Services and
Literacy Services 1991-present

Facilitates and oversees coordination among multiple agency programs and initiatives, assists with program development, monitoring and evaluation, serves as liaison between programs and administration, and provides troubleshooting assistance when problems arise. Serves as Director for particular agency programs and departments (currently WIC/CSFP/FMNP, Child Care Services and Literacy Services) in Rockingham County, and for Child Care Services programs in Strafford County. Assists the Executive Director with assigned administrative and strategic planning activities.

Director of Family Services 1986-1991

Oversees planning, development, implementation, monitoring and evaluation activities for agency programs and initiatives whose services are targeted to children and families including WIC, Child Care Services, Head Start, and The Gift of Reading. Serves as Director for one of the above programs (currently WIC). Assists the Executive Director with general administrative responsibilities.

WIC/CSFP/FMNP Director 1982-present

Responsible for the planning, supervision, establishment and implementation of a \$2,000,000 program serving over 3000 participants per month. Responsibilities include: development and fiscal management of administrative budgets with accountability to external auditor and State and Federal funding sources; hiring, supervision and evaluation of employees; advocacy on the State, Regional and National levels for increased caseload and funding; competitive grant writing; communication and coordination with local and state officials and human service providers. Increased program from 750 to over 3,000 participants and increased administrative funding from \$47,000 to over \$450,000. Wrote additional grants to establish a supplemental breastfeeding project and a social work component to increase the quality of services to participants.

Consultant

1982

Wrote successful competitive grant to establish a county-wide Supplemental Nutrition Program for Women, Infants and Children (WIC) in Rockingham County, the second largest county in New Hampshire.

Head Start Family Worker

1980-1982

**STATEWIDE
ACTIVITIES**

NH WIC Directors' Association, Inc.	1982-present
Chairperson	1985-1989
Chairperson	1996-2001
Secretary	2008-
NH Food Stamp Advisory Committee	1983-1986
Secretary	1985-1986
NH Medicaid Advisory Committee	1987-1989
NH Child Care Advisory Committee	1989
NH Child Care Resource & Referral Network	1989-present
NH Family Planning Board Member	1973-1975

**REGIONAL
ACTIVITIES**

Northeast Regional WIC Association	1993-present
Vice-President	1993-present

**NATIONAL
ACTIVITIES**

National Association of WIC Directors	1991-present
Northeast Regional Representative	1991-1993
Board Member	1994-1996
National LA Section Representative	1994-1996

**VOLUNTEER
COMMUNITY
SERVICE**

Rockingham County Family Planning Program	1971-1980
Education Committee	1971-1980
Clinic Volunteer	1972-1980
Board Member	1972-1975
Richie McFarland Children's Center Volunteer	1977
Rockingham County Adult Tutorial Program Tutor	1977-1979
Rockingham County Adult Tutorial Advisory Bd.	1991
Exeter Children & Youth Project Advisory Board	1980-1981
Exeter Area Youth Resources Team	1981-1982
Exeter Public Library – Board of Trustees	1991-1994
Foundation for Seacoast Health –	
Infants and Children Advisory Committee	1986-
Governor's Commission on NH in the 21 st Century	1990
Civic Education Committee	1990-1994
Squamscott Community Commons	
Program Committee	2004-present
Board Member	2008-

MEMBERSHIPS

NH Public Health Association

National WIC Association

National CSFP Association

NH WIC Directors' Association

NAEYC/NHAEYC

NH Child Care Resource and Referral Network

136 Windsor Drive
Auburn, NH 03032

Phone (603) 606-1330
E-mail malloryalc@aol.com

Claudette Mallory

Work experience

Rockingham Community Action Child Care Services Salem, NH
November, 2008 – Present

Child Care Resource & Referral and CACFP Coordinator

Responsible for overseeing all functions in the office related to resource and referral services. Resource and referral duties include maintaining the NACCRRA database, providing child care referrals to families, coordinating trainings and workshops for providers, preparing the quarterly newsletter and preparing monthly, quarterly and annual reports as needed. Duties also include supervisory responsibilities for office staff including approving time records, travel reimbursement requests and purchases of materials and supplies. CACFP duties include preparing the monthly claim due to the state CACFP office, scheduling and performing monitoring reviews of the CACFP providers and providing ongoing and annual training for CACFP providers.

The Applewood Learning Center

Londonderry, NH

July 2000 – July 2008

Financial Director/Business Manager

Responsible for all administrative functions required to ensure the Center operated efficiently, including assisting the Director in meeting all State of New Hampshire Licensing rules.

November 1995 – June 2000

Office Administrator

Responsible for all administrative functions in the office: maintaining tuition records and collections, paying bills, payroll preparation including payroll returns, financial statement preparation, assisting accountant with federal tax forms, filing all necessary state forms for subsidy programs, including CACFP & child assistance, maintaining staff and children's files. Assisted the Board of Directors with budget preparation and adherence to the budget. Set up contracts with vendors as needed.

January 1999 – July 2008

Substitute

Certified to substitute for teachers in classrooms from Infants to Schoolagers as needed

Workshop Presenter

February 2008 to present

Topics include *Teambuilding* and *Racism and Stereotyping in Children's Media*

Education

August 2007 Wheelock College
Master of Science – Early Care and Education

Boston, MA

December 1998 New Hampshire Community Technical College
Certificate in Early Childhood Education

Manchester, NH

May 1978 New Hampshire College
Bachelor of Science – Accounting

Manchester, NH

**Professional
memberships**

National Association for the Education of Young Children

New Hampshire Association for the Education of Young Children –
Governing Board - Scholarship Committee Chair -September 2004 to August 2008
Executive Board - Recording Secretary – September 2008 to Present

Credentials

New Hampshire Department of Health and Human Services Child Development Bureau
Certificates of Achievement: TMF Level 1; Director, Level 4; Lead Teacher – Level 2

References

Available upon request

